

BOARD OF SUPERVISORS

AGENDA

Meetings are located at:
Yuba County Government Center
Board Chambers, 915 Eighth Street
Marysville, California



Agenda materials are available at the Yuba County Government Center, 915 8th Street, the County Library, 303 Second Street, Marysville, and www.co.yuba.ca.us. Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

OCTOBER 18, 2011

- 9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.**
- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Abe
 - II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
 - III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Clerk of the Board of Supervisors
 - 1. Appoint Donna Greist as the Community Representative to the Child Care Planning Council for a term to end September 30, 2013. (449-11)
 - B. Clerk-Recorder/Elections
 - 1. Adopt resolution appointing individuals in lieu of election to Special Districts. (450-11)
 - C. Community Development and Services
 - 1. Adopt resolution authorizing the extension of the Abandoned Vehicle Abatement Program until April 2022. (451-11)
 - 2. Approve agreement with PB Americas, Inc. for the North Beale Road Complete Streets Design Project and authorize the Chair to execute. (452-11)
 - D. Health and Human Services
 - 1. Approve agreement with The Salvation Army for residential substance abuse treatment under the California Work Opportunity and Responsibility to Kids Program (CalWORKs). (Human Services Committee recommends approval) (453-11)
 - E. Treasurer-Tax Collector
 - 1. Authorize sale of tax-defaulted properties at public auction and approve reoffer of any unsold parcel at a reduced minimum price determined by the Tax Collector as appropriate. (454-11)
 - IV. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

V. **COUNTY DEPARTMENTS**

A. Administrative Services

1. Authorize Budget Transfer in the total amount of \$45,039 with \$25,039 from General Fund Contingency and \$20,000 from Account No. 101-1900-410-6200 (Fixed Assets) to Account No. 101-0900-417-6200 (Fixed Assets) for the purchase of Courthouse air conditioning and power supply projects. (Five minute estimate) (455-11)

B. Board of Supervisors

1. Appoint on Board representative and one alternate to the California State Association of Counties Board of Directors for terms to begin November 29, 2011. (Five minute estimate) (456-11)

C. Community Development and Services

1. Approve agreement for acquisition of 100 acres of land in Plumas Lake for future park and schools, adopt resolution authorizing Community Development and Services Agency Director to complete purchase and sale agreement, and execute all documents for completion of project; and authorize a budget transfer in the amount of \$1,385,000 for same. (Ten minute estimate) (457-11)

D. County Administrator

1. Award Public Defender Services - First Conflict contract to Christopher Carlos and authorize the Chairman to execute. (Ten minute estimate) (458-11)

E. Human Resources and Organizational Services

1. Adopt resolution amending the salary schedule as it relates to the Information Technology Security Officer. (Ten minute estimate) (459-11)
2. Discuss Early Retirement Program and take action as appropriate. (Ten minute estimate) (460-11)

VI. **CORRESPONDENCE** - (461-11)

- A. Schedule from United States Department of Agriculture of proposed action for Plumas National Forest through December 31, 2011.

VII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

VIII. **ADJOURN**

2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

6:00 P.M. YUBA COUNTY BOARD OF SUPERVISORS WORKSHOP (Joint Workshop with the Planning Commission)

I. **Roll Call** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

II. **Pledge of Allegiance** - Led by Supervisor Abe

III. Receive presentation on Strategic Growth Council grant for preparation of a comprehensive development code update and resource efficiency plan and provide direction on creation of a joint advisory committee. (60 minute estimate) (462-11)

IV. **Adjourn**

COMMITTEE MEETINGS

11:00 A.M. Human Services Committee - (Supervisors Stocker and Vasquez - Alternate Supervisor Abe)

- A. Consider In-Home Supportive Services Fraud Prevention Plan - Health and Human Services (Ten minute estimate) (463-11)
- B. Consider agreement with Yuba College for the Independent Living Program - Health and Human Services (Ten minute estimate) (464-11)

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.

To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

PUBLIC INFORMATION

PUBLIC COMMUNICATIONS: Members of the public shall be allowed to address the Board of Supervisors on items not appearing on the agenda which are of interest to the public and are within the subject matter jurisdiction of the Board, provided that no action shall be taken unless otherwise authorized by law. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.

AGENDA ITEMS: The opportunity of the public to be heard on an item shall be provided during the consideration of that item. In the interest of time, the Board has limited the length of such comment or input on each item to 15 minutes total, with a limit of no more than 5 minutes per person or group. The period for public comments on a particular item may be extended upon a majority vote of the Board. These time limits do not apply to applicants appearing before the Board on behalf of their applications.

ACTION ITEMS: All items on the Agenda under the headings "Consent," "County Departments," Ordinances and Public Hearings," "Items of Public Interest," and "Closed Session," or any of them, are items on which the Board may take any action at this meetings.

PUBLIC HEARINGS: All members of the public shall be allowed to address the Board as to any item which is noticed on the Board's agenda as a public hearing. The Board has limited each person or group input to no more than 3 minutes. Any person or group may provide the Board with a written statement in lieu of or in supplement to any oral statement made during a public hearing. Written statements shall be submitted to the Clerk of the Board.

ORDINANCES: Ordinances shall not be passed within five days of their introductions, nor at other than a regular meeting or at an adjourned regular meeting. The Board of Supervisors will address ordinances at first readings. The public is urged to address ordinances at first readings. Passage of ordinances will be held at second readings, after reading the title, further reading is waived and adoption of the ordinance is made by majority vote. An urgency ordinance may be passed immediately upon introduction. The Board reserves the right to amend any proposed ordinances and to hold a first reading in lieu of a second reading.

INFORMATIONAL CORRESPONDENCE: The Board may direct any item of informational correspondence to a department head for appropriate action.

SCHEDULED LUNCH BREAK: Between the hours of 12:00 noon and 1:00 p.m. and at the discretion of the Chair, the Board will recess one hour for lunch.

SPECIAL MEETINGS: No public comment shall be allowed during special meetings of the Board of Supervisors, except for items duly noticed on the agenda.

PUBLIC INFORMATION: Copies of §6.7 shall be posted along with agendas.

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CONSENT

AGENDA

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The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board *Donna Stottlemeyer*

Subject: Child Care Planning Council of Yuba and Sutter Counties

Date: February 1, 2011

Recommendation

Appoint Donna Greist as the Community Representative to the Child Care Planning Council for a term to end September 30, 2013.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees has been continually posted indicating vacancies, appointees, terms of office, qualifications, and meeting information and is updated monthly. This is a schedule vacancy which has been vacant since October of 2010. One application has been received from Ms. Greist which is attached for your review. Also attached is a recommendation for appointment from the Council.

In light of the expressed interest, it would be appropriate to make the appointment at this time to fill the remainder of the term which expires September 30, 2013.

Fiscal Impact

None

Committee Action

None required.



1104 E Street
Marysville, CA 95901
Phone: (530) 749-4040
Fax: (530) 749-3279

Memorandum

Date: October 18, 2011

To: Yuba County Board of Supervisors

From: Jorgine Allan Rogers, Coordinator
Child Care Planning Council of Yuba & Sutter Counties

RE: Appointment to the Child Care Planning Council

RECOMMENDATION: The Council is recommending that the Board of Supervisors consider the appointing Donna Greist to the Community Representative position on the Child Care Planning Council of Yuba and Sutter Counties for the term to begin immediately and ending on September 30, 2013.

BACKGROUND: The Yuba and Sutter County Superintendents of Schools formed the Council in 1991, in accordance with the state law established by AB 2141 that encouraged the formation of county level child care planning councils. In 1997, under AB 1542, the Council membership composition was established and legislative mandates were assigned to the Councils. The Child Care Planning Council of Yuba and Sutter Counties By-Laws Article IV, Sec. B – Vacancies states "Upon the resignation or termination of an appointed member, the Chair of the Council shall notify the Superintendents of Schools and the Board of Supervisors of the vacancy. Subject to the consent of the Superintendents and Boards of Supervisors, members of the Council shall assist with the solicitation and/or review of nominations received and may make recommendations to the Superintendents and Boards of Supervisors who will make the appointment. The appointed replacement shall serve the remaining term of that member."

DISCUSSION: The Board of Supervisors and the Superintendent of Schools make the appointments of the Council Members to the Child Care Planning Council.

COMMITTEE ACTION: No committee has reviewed the request.

FISCAL IMPACT: None



CHILD CARE PLANNING COUNCIL OF YUBA AND SUTTER COUNTIES MEMBERSHIP APPLICATION

Name Donna Greist
Home Address 13929 Gold Country Dr. City Penn Valley Zip 95946
Agency Beale Air Force Base, Child Development Center Title Director
Business Address 6249 C St. City Beale AFB Zip 95903
Day Phone 530 634-4984 Fax 530 634-4774 E-Mail donna.greist@beale.af.mil

A. CATEGORIES FOR APPOINTMENT

The Superintendents of Schools and the Board of Supervisors make appointments to the Child Care Planning Council of Yuba and Sutter Counties. Members must live or work in Yuba or Sutter County. Twenty percent (20%) of the Child Care Planning Council members are to be drawn from each of the following categories described below: Child Care Provider, Child Care Consumer, Community Representative, Public Agencies, and Discretionary. Please indicate which appointment category you are applying for.

- ☐ **1. Consumer of Child Care Services**-using child care or have used it within the past 36 months.
Are you currently receiving child care? ☐ Yes ☐ No Date last used it: _____
Name of Provider _____ City _____
- ☐ **2. Child Care Provider**-please check the type of care you provide:
☐ a) Licensed family child care provider (# of children licensed for _____)
☐ b) Licensed & publicly funded child care center (# of children licensed for _____)
Center Name _____ City _____
☐ c) Licensed, private for profit, or private non profit child care center (# of children _____)
Center Name _____ City _____
☐ d) License exempt child care provider (# of children licensed for _____)
Program Name if applicable _____
- ☒ **3. Community Representative**-excluding agencies that contract with the California Department of Education to provide child care and development services.
Organization Beale Air Force Base Child Development Center
Location of Agency 5190 Camp Beale Hwy. Beale AFB Service Area Beale AFB
- ☐ **4. Public Agency Representative**-including city, county, and local education agencies.
Agency _____ City _____
- ☐ **5. Discretionary Category**-Please describe

B. GEOGRAPHIC, ETHNIC, AND CULTURAL DIVERSITY REPRESENTATION

AB 1542 (Education Code 8499.3 (d) states, "Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, and geographic distribution on the population of the county."

Please indicate your ethnic origin (optional):

- ☐ White (includes Indo-European, Pakistani, East Indian)
☐ Black (includes African, Jamaican, Trinidadian, and West Indian)
☐ Hispanic (includes Mexican, Puerto Rican, Cuban, Latin American or Spanish)
☐ Asian or Pacific Islander (includes Japanese, Chinese, Korean or Vietnamese)
☐ American Indian or Alaskan Native (includes persons who identify themselves or are known as such by virtue of tribal association)
☐ Filipino (includes only Filipino)
☐ Other _____

C. MEMBERSHIP RESPONSIBILITIES – Members are expected to attend regular monthly meetings held on the Fourth (4) Tuesday of each month, and participate in at least one committee. Additional meetings may be scheduled for training and Council business. Are you able to commit to a regular participation, given this schedule? ☒ Yes ☐ No

If needed, do you have the support of your agency/employer to be an active member of the Council?

- ☒ Yes ☐ No

D. INVOLVEMENT - Please describe related organizations with which you are currently involved.

Troop 855 - Boy Scouts of America - Committee Member

E. APPLICANT INTERESTS – Please describe your interest in the Child Care Planning Council and the skill that you would bring to the Council.

I would like to learn more about the needs of the child care community off base. I have worked with military Child & Youth Programs for 12 years, and as an Educator at the elementary and college levels. I'm committed to quality childcare and working with children and families.

Have you ever been convicted of a felony? ☐ Yes ☒ No
(A felony conviction may preclude you from service)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature  Date 1 Sept 2011


Mail or Fax the application to: Child Care Planning Council 1104 E Street, Marysville, CA 95901

Fax: 530-749-3279

For more information call 530-749-4040

DATE: October 18, 2011

TO: Board of Supervisors
Yuba County

FROM: Terry A. Hansen, Clerk / Recorder 

SUBJECT: Appointments to Fill Vacant Offices

RECOMMENDATION:

Appoint individuals as indicated to fill vacancies pursuant to elections Code §10515.

BACKGROUND AND DISCUSSION:

Declarations of Candidacy have been received as follows:

- **District 10 / Hallwood Community Services District**
 - Chris Haile 4 Year Term
 - Terry Marshall Dennis 4 Year Term
- **Dobbins Oregon House Fire Protection District**
 - Lloyd James Appleby 4 Year Term
 - Michael Lee 4 Year Term
 - Michael Hammontre 4 Year Term
- **Smartsville Fire Protection District**
 - John Waskiewicz 4 Year Term

No Declarations of Candidacy were received for the Camptonville Community Services District. The district has recommended appointment of the following individuals:

- **Camptonville Community Services District**
 - Sandra Ross 2 Year Term
 - Wendy Tinnel 4 Year Term
 - Richard Dickard 4 Year Term
 - Marilyn O. Ness 4 Year Term

No Declarations of Candidacy were received for the River Highlands Community Services District. The district has not recommended the appointment of any individuals.

Attachments:

Resolution to Appoint Individuals to Special District Boards
Certificate of Facts and Request to Fill Vacant Office (4)

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**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2011**, the date fixed by Law for the general district election for the office of Director of the **District 10-Hallwood Community Services** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Chris Haile	9917 State Highway 70, Marysville, CA 95901	4 yrs
Terry Marshall Dennis	2383 Walnut Avenue, Marysville, CA 95901	4 yrs

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/27/2011

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Michael A Wood Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2011**, the date fixed by Law for the general district election for the office of Director of the **Dobbins-Oregon House Fire Protection** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Lloyd James Appleby	9708 Yuba Ranch Way, Oregon House, CA 95962	4 yrs
Michael Lee	10835 Yuba Nevada Rd. Dobbins, CA 95962	4 yrs
Michael Peter Hammontre	13385 Lake Francis Extension Rd, Dobbins, CA 95935	4 yrs

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/27/2011

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Michael A. Wood Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2011**, the date fixed by Law for the general district election for the office of Director of the **Smartsville Fire Protection** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
John Waskiewicz	8600 Big Oak Dr, Smartsville, CA 95977	4 yrs

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/27/2011

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Michael A. Cebal Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2011** the date fixed by Law for the general district election for the office of Director of the **Camptonville Community Services** (District) the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☒ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☐ The person or persons who have filed declarations of candidacy:

Name	Address	Term

And ☒ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term
Sandra Lynn Ross	14381 Marysville Rd, Camptonville, CA 95922	2 years
Richard Joseph Dickard, Jr	13747 Moonshine Rd, Camptonville, CA 95922	4 years
Marylin O. Ness	15679 Cleveland Ave, Camptonville, CA 95922	4 years
Wendy Lucille Tinnel	13150 Camptonville Rd, Camptonville, CA 95922	4 years

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/27/2011

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: Michael A Wood Deputy

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

**APPOINT MEMBERS IN LIEU OF)
ELECTION TO THE BOARD OF)
DIRECTORS FOR SPECIAL)
DISTRICTS)**

RESOLUTION NO. _____

WHEREAS, the County Clerk of the County of Yuba has determined that the number of candidates for the office of director of the specified districts does not exceed the number of director(s) to be filled at the forthcoming district election on November 8, 2011 ; and

WHEAEAS, Declarations of Candidacy were filed by the following persons for the terms set forth below:

District 10 / Hallwood, Community Services District

NAME	TERM
Chris Allen Haile	4 Years
Terry Marshall Dennis	4 Years

Dobbins-Oregon House, Fire Protection District

NAME	TERM
Lloyd James Appleby	4 Years
Michael E Lee	4 Years
Michael Peter Hammontre	4 Years

Smartsville Fire Protection District

NAME	TERM
John Waskiewicz	4 Years

WHEREAS, no Declaration of Candidacy was filed for Camptonville Community Services District Governing Board and the Governing Board of the Camptonville Community Services District has adopted District Resolution No. 11-25, which is attached as Exhibit A, recommending the following individuals to be appointed to the vacant seats; and

Camptonville Community Services Director

NAME	TERM
-------------	-------------

Sandra Ross	2 Years
Wendy Tinnel	4 Years
Richard Dickard	4 Years
Marylin O. Ness	4 Years

WHEREAS, no Declaration of Candidacy was filed for the River Highlands Community Services District Governing Board; and

WHEREAS, no petition has been filed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division, if elected by division, requesting that the district election be held; and

WHEREAS, in this event, Elections Code Section 10515 provides for a request that the Board of Supervisors, “at a regular or special meeting held prior to the Monday before the first Friday in December, in which the election is held, appoint to such office or offices the person or persons, if any who have filed Declarations of Candidacy... If no person has filed a Declaration of Candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.”; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Yuba that the persons listed below are hereby appointed for the terms set forth as director of the specified districts to serve in such capacities from noon on December 2, 2011 until the expiration of the term.

District 10 / Hallwood, Community Services District

NAME	TERM
Chris Allen Hale	4 Years
Terry Marshall Dennis	4 Years

Dobbins-Oregon House, Fire Protection District

NAME	TERM
Lloyd James Appleby	4 Years
Michael E Lee	4 Years
Michael Peter Hammontre	4 Years

Smartsville Fire Protection District

NAME
John Waskiewicz

TERM
4 Years

Camptonville Community Services District

NAME
Sandra Ross
Wendy Tinnel
Richard Dickard
Marylin O. Ness

TERM
2 Years
4 Years
4 Years
4 Years

River Highlands Community Services District

No Appointments

PASSED AND ADOPTED this _____ day of _____, 2011,
by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

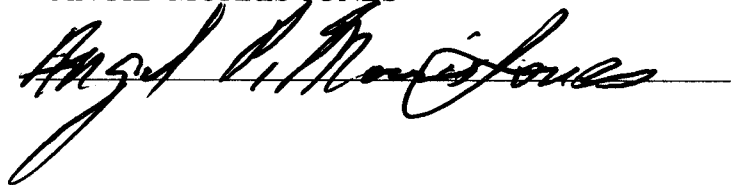
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES



Resolution No. 11-25

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMPTONVILLE COMMUNITY SERVICES DISTRICT. TO APPOINT 4 MEMBERS TO THE BOARD OF DIRECTORS.

WHEREAS, four (4) members for the Board of Directors of the Camptonville Community Services District are up for re-election.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Camptonville Community Services District does resolve to recommend to the Yuba County Board of Supervisors to appoint the following Directors for the terms office indicated.

- Richard DicKard – 4 years (2015)
- Marylin Ness – 4 years (2015)
- Wendy Tinnel – 4 years (2015)
- Sandra Ross – 2 years (2013)

PASSED AND ADOPTED at the meeting of the Board of Directors held on August 22, 2011, by the following vote:

AYES: 5

NOES:

ABSTAIN:

ABSENT:


CHAIRMAN

ATTEST:

CLERK OF THE BOARD OF DIRECTORS:

BY: 

RECEIVED

SEP 26 2011

YUBA COUNTY ELECTIONS

FILED

SEP 26 2011


TERRY A. HANSEN, Clerk
BY: 
Deputy Clerk

Exhibit - A

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



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CODE ENFORCEMENT
749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

DATE: October 18, 2011

TO: Board of Supervisors

FROM: Kevin Mallen, Director of Community Development & Services Agency
Jeremy Strang, Code Enforcement Division Manager

SUBJECT: Adoption of Resolution Extending the Abandoned Vehicle Abatement Program

RECOMMENDATION: Adopt the attached Resolution extending the Abandoned Vehicle Abatement (AVA) program until April, 2022.

BACKGROUND: In 1990, the California State Legislature enacted legislation allowing for the creation of county-based vehicle service authorities for the abatement of nuisance vehicles. In 1991, pursuant to Section 22710 of the California Vehicle Code, the Yuba County Service Authority for the Abatement of Abandoned Vehicles was formed. The Service Authority is comprised of the County of Yuba and the Cities of Marysville and Wheatland.

In 1992, a one or two dollar annual vehicle registration fee was imposed on eligible vehicles registered in the County. Pursuant to Section 9250.7 of the California Vehicle Code, registration fees are collected by the Department of Motor Vehicles and allocated to the Service Authority by the State Controller. Fees are then distributed to Service Authority participating entities based on each entity's population as a percentage of the total population of the County and also based on the number of vehicles abated by each entity as a percentage of the total number abated by the Service Authority as a whole. During the prior ten year operational period (2002-2012) the County of Yuba, as a separate entity, has received in excess of \$381,000.00, which has allowed staff to effect the abatement of more than 2550 nuisance vehicles.

DISCUSSION: The current program is set to expire in April, 2012. Legislation allows the local service authorities to extend the program every 10 years with the approval of the county and a majority of the incorporated cities therein; both cities have similar Resolutions and we anticipate their passage. Adoption of the attached resolution is the first step towards the extension of this vitally important program.

COMMITTEE ACTION: Recommended for Approval by Land Use and Public Works Committee on October 11, 2011.

FISCAL IMPACT: Implementing the requested recommendation will result in the continued:

1. Assessment and collection of vehicle registration fees
2. Removal of nuisance vehicles from both public and private property within the County (including Marysville & Wheatland)
3. Reimbursement of costs associated with abatement from the AVA Trust Fund per program guidelines

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

IN RE:

**A RESOLUTION AUTHORIZING THE
EXTENSION OF THE ABANDONED
VEHICLE ABATEMENT PROGRAM
UNTIL APRIL, 2022**

)
)
)
)
)
)
)

RESOLUTION NO: _____

WHEREAS, the Yuba County Service Authority for the Abatement of Abandoned Vehicles was formed in 1991; and

WHEREAS, the Abandoned Vehicle Abatement Program, during the prior ten year operational period (2002-2012), has contributed approximately \$381,000 and allowed for the abatement of approximately 2550 vehicles in the entity of the County of Yuba; and

WHEREAS, the Abandoned Vehicle Abatement Program is set to expire April, 2012; and

WHEREAS, legislation allows for an extension of the Program with the approval of the County and a majority of the cities comprising a majority of the population of the incorporated areas; and

WHEREAS, it is desirable to the County of Yuba to have the Program continue.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby extend the County of Yuba's participation in the Abandoned Vehicle Abatement Program until April, 2022.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 18th day of October 2011, by the following vote:

AYES:

NOES:

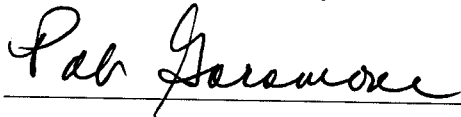
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors
County of Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Angil Morris-Jones, County Counsel



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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October 18, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH PB AMERICA FOR THE NORTH BEALE ROAD COMPLETE STREETS DESIGN AND AUTHORIZE THE CHAIR TO EXECUTE THE AGREEMENT

RECOMMENDATION:

Approve the professional services Agreement with PB America (Consultant) for the North Beale Road Complete Streets Design and authorize the Chair to execute the Agreement.

BACKGROUND:

In 2009 the Yuba County Board of Supervisors adopted the North Beale Corridor Complete Streets and Revitalization Plan.

In 2010 Yuba County was awarded funding for the design of the North Beale Road Complete Streets project through a Sacramento Area Council of Governments (SACOG) Community Design Program. The amount awarded through SACOG was \$1,000,000.

DISCUSSION:

This Agreement will begin the design for the improvements to the entire North Beale Road corridor from Lindhurst Avenue to Griffith Avenue. The improvements will enhance all modes of travel along North Beale Road. The entire corridor will be designed and then broken into smaller phases in order to better secure funding for construction. With the completion of the design for North Beale Road, Yuba County will be more competitive in future funding programs due to projects being "shovel ready".

FISCAL IMPACT:

Costs that exceed the \$1,000,000 award amount will be covered by the Public Works Department. The maximum amount to be paid to the Consultant is not to exceed \$934,622.00, per their proposal. This leaves up to \$65,378.00 for reimbursement of staff time.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed because this is a budgeted item.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

PB AMERICAS, INC.
"CONSULTANT"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: Date of this Agreement

Termination Date: June 30, 2013

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONSULTANT AND COUNTY approval.

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT.

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment

"B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Public Works Director is the representative of the COUNTY and will administer this Agreement for the COUNTY. Steve Bultman is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E – Insurance Provisions
Attachment F – Scope of Services
Attachment G – Fee Estimate

9. **TERMINATION.** COUNTY and CONSULTANT shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2011.

"COUNTY"

"CONSULTANT"

COUNTY OF YUBA

(Two Signatures required with titles)

Chair, Board of Supervisors

Cheryl Creson
_____, PB Americas, Inc
Title Vice President

Jim D. Zink
_____, PB Americas, Inc.
Title Vice President

ATTEST:

Donna Stottlemeyer, Clerk of the Board

INSURANCE PROVISIONS APPROVED

Martha Wilson
Martha Wilson
Human Resources Director

APPROVED AS TO FORM

Angil Morris-Jones
Angil Morris-Jones
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are included on Attachment F – Scope of Services titled NORTH BEALE ROAD COMPLETE STREETS PROJECT PROFESSIONAL SERVICES. The document includes ten (10) pages.

A.2. TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed NINE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED TWENTY-TWO DOLLARS (\$934,622) for Professional Services. CONSULTANT shall submit requests for payment after completion of services on or no later than the tenth (10th) day of the month following provision of services and the requests shall include an hour reconciliation. The services for this contract will be performed on a time and material basis at the rates shown on the attached scope of services (Attachment F) and fee estimate (Attachment G). Each year during the term of this contract, consultant's overhead rate is subject to escalation as agreed-to by the parties. The parties agree that consultant's unburdened labor rates will be increased 3.5% each year during the term of this agreement. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed NINE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED TWENTY-TWO DOLLARS (\$934,622) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

OTHER TERMS

Applicable provisions under this Attachment C for this Agreement.

1. Consultant shall complete the design and the PS&E package for the raised median portion of the project by the date specified in the Request for Proposal: May 1, 2012.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONSULTANT shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONSULTANT is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONSULTANT may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

D.1.7 As an independent Contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

D.5 CONSULTANT NOT AGENT. Except as COUNTY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for

removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.11.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT

completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONSULTANT or COUNTY may terminate the services under this Agreement upon thirty (30) days written notice to COUNTY and CONSULTANT, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY or CONSULTANT.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement as it relates to dates specified in the Request for Proposal and in Attachment C.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the COUNTY conflict of

interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Department of Public Works
County of Yuba
Attn: Michael G. Lee
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONSULTANT":

PB Americas, Inc.
Attn: Steve Bultman
2329 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

ATTACHMENT E

INSURANCE REQUIREMENTS

E.1 MINIMUM SCOPE OF INSURANCE. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees, or subcontractors. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

E.1.1 Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Errors & Omissions Liability insurance appropriate to the CONSULTANT's profession.

E.1.2 Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than:

- | | | |
|--|--|--|
| a. General Liability: (including operations products and completed operations, as applicable.) | \$2,000,000 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| b. Automobile Liability: | \$1,000,000 | Per accident for bodily injury and property damage. |
| c. Workers' Compensation: | As required by the State of California | |
| d. Employer's Liability: | \$1,000,000 | each accident, \$1,000,000 policy limit bodily by disease, \$1,000,000 each employee bodily injury by disease. |

e. Errors & Omissions Liability: \$1,000,000 per occurrence.

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E.1.4 Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased or borrowed by the CONSULTANT.
- b. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

- a. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended

period coverage for a minimum of five (5) years after completion of contract work.

- d. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

E.2 Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, its employees, agents and subcontractors.

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

E.4 Verification of Coverage. CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the COUNTY or on other than the COUNTY's forms provided those endorsements conform to COUNTY requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to review complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

E.5 Sub-Contractors. CONSULTANT shall require and verify that all sub-contactors maintain insurance meeting all the requirements stated herein.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2011

DATE (MM/DD/YYYY)
8/22/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Liberty Insurance Corporation

42404

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED PB AMERICAS, INC.
1319027 ONE PENN PLAZA
NEW YORK NY 10119

COVERAGES PARBR02 PJ CERTIFICATE NUMBER: 11391743

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	TB7-621-094060-020	11/1/2010	10/1/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	AS7-621-094060-030	11/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	WA7-62D-094060-010 (AOS) WC7-621-094060-040 (OR & W)	11/1/2010 11/1/2010	10/1/2011 10/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(PB PROJECT #12521A): NORTH BEALE ROAD, THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY PERTAINING TO PB AMERICAS OPERATIONS. THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED'S COVERAGE IS EXCESS AND NON-CONTRIBUTORY ON THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS USE OF VEHICLES OWNED BY PB AMERICAS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

11391743

COUNTY OF YUBA
DEPARTMENT OF PUBLIC WORKS
915 8TH STREET, SUITE 125
MARYSVILLE CA 95901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

11/1/2011

DATE (MM/DD/YYYY)
8/22/2011

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PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT**NAME:****PHONE**

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL**ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Zurich American Insurance Company

16535

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED PB AMERICAS, INC.
1326708 ONE PENN PLAZA
NEW YORK NY 10119

COVERAGES PARBR02 PJ CERTIFICATE NUMBER: 11391746**REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ XXXXXXXX
							PERSONAL & ADV INJURY \$ XXXXXXXX
							GENERAL AGGREGATE \$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT \$ XXXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	EOC 5871036 08	11/1/2010	11/1/2011	E L DISEASE - POLICY LIMIT \$ XXXXXXXX
							\$1,000,000 PER CLAIM \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(PB PROJECT #12521A), NORTH BEALE ROAD

CERTIFICATE HOLDER**CANCELLATION**

11391746

COUNTY OF YUBA
DEPARTMENT OF PUBLIC WORKS
915 8TH STREET, SUITE 125
MARYSVILLE CA 95901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

procedures and included forms to assist the County in being fully compliant with federal and state requirements on this project.

Scope of Services

1. Project Management and Coordination

Steve Bultman, PE, PMP, will serve as the PB team's project manager, and will be in charge of administering and managing all facets of the project. He can be reached at: 916/567-2533 (office), 916/925-3517 (fax) or BultmanSR@pbworld.com. Steve will be supported by Scott Lanphier, PE, deputy project manager. Scott can be contacted at 916/567-2584 (office), 916/925-3517 (fax) or LanphierS@pbworld.com.

Project Management Responsibilities

Project management responsibilities will include:

- Managing and tracking project engineering budget, and administrative costs
- Assigning the necessary number of qualified staff to meet the scope of engineering services on schedule
- Closely supervising the project team including sub consultants
- Maintaining the schedule of the project's progress and completion
- Coordinating the project team with regularly scheduled meetings
- Communicating with the County to establish criteria for design
- Administering the contract for engineering services in accordance with the services agreement

Project Coordination with Yuba County

The project manager is committed to regular contact with the Yuba County staff to:

- Regularly report and communicate status of project
- Make public presentations of Project as requested
- Respond to questions
- Coordinate design
- Submit monthly progress reports at a regularly scheduled time each month that include:
 - Progress to date
 - Work completed over the invoiced period
 - Outstanding team action items
 - Problems encountered with suggested solutions
 - Anticipated work for the next month
 - Updated project schedule with the progress report

1.1 Project Review Meetings

PB will schedule meetings with Yuba County to review the project status and design concepts. Project review meetings will be held monthly. For budgetary purposes we have included 15 meetings for the duration of the project. Meetings are suggested for the following:

- Project kickoff meeting for the introduction of staff, establishment of communication channels, clarification of procedures and formats to be used and discussion of design program schedule. The scope of work will be reviewed and refinement of the work program will be done if necessary. Project goals and objectives will be established.
- Meeting to establish design criteria and identify key design features.
- Meeting to establish geometric improvements and ROW acquisitions and easements.
- Meetings to discuss environmental analysis and any additional work required.
- Coordination meetings with other agencies and stakeholders.

- Meetings for presentation of the 35 percent, 65 percent, 95 percent and final design phases.
- Meetings to review comments for the design phases.

PB will prepare meeting notices, agendas and minutes in consultation with Yuba County's Project Manager. PB will be responsible for distributing the agenda in advance of the meetings, for coordinating the appropriate attendees and for distribution of the meeting minutes.

1.2 Field Reconnaissance

PB's team will meet with the County and tour the project area to understand and establish the scope of the proposed finished design elements. Attention will include determining where existing infrastructure can be salvaged; driveways that need to be incorporated or eliminated, landscaping that can be incorporated or needs to be removed. Failing pavement areas will be marked and tied into the field survey. Information from the field reconnaissance will be summarized in a memo format and included in the Preliminary Design documentation.

1.3 Quality Control and Quality Assurance

PB's longstanding commitment to quality is at the heart of the firm's culture and is at the root of more than a century of client satisfaction. In continuing recognition of the need to provide quality at all levels of the company, PB has committed to a company-wide Quality System, certified to the ISO 9001 standard. Our basic PB quality goals are to:

Satisfy project requirements in a cost-effective manner.

- Continually improve the methods used to deliver our professional services.
- Seek ways to increase our clients' satisfaction with our performance.

The entire PB team will be required to comply with established quality control procedures by producing evidence that:

- Reports, specifications, calculations and drawings are prepared according to the design requirements and are reviewed, checked, and back-checked.
- Information received from third parties (e.g., subconsultants) is reviewed and sufficient to satisfy project requirements.
- Field data is collected and retained in an accurate and organized manner.

All work performed under this contract, including that of our subconsultants, will be conducted in accordance with the PB Quality System. PB's proposed Quality Control Manager, Cynthia Holt, PE, will establish a Quality Control Plan (QCP) specifically for this contract. The contract-specific QCP includes both quality control (QC) and quality assurance (QA) components to ensure that designs and documents meet Yuba County, Caltrans, MUTCD and PB standards for accuracy and completeness. Our policy is that no document shall be released or officially transmitted to the County or any third party without having received a suitable signed quality review.

2. Survey and Base Mapping

MHM Incorporated (MHM) will perform field surveying and mapping services to support the design effort. MHM will assemble and review existing data, obtain new field data (as necessary), and prepare topographic mapping for the project. The compiled base mapping shall be based on the NAD83 (1991.35) horizontal datum, California State Plane Coordinate System, Zone 2 in U.S. Survey Feet and the NAVD88 vertical datum, unless otherwise specified. Services include:

2.1 Compile Existing Information

Assemble and review existing data available from the County and of record. Compile the information and record data into a cohesive project site map. In addition to available topographic information, the compiled data shall include right-of-way, boundary and ownership information of the public and private lands affected as well as Reclamation District No. 784 Right-of-Way information. Review the compiled data for completeness and accuracy. Prepare field and office survey work plan to augment and complete the compiled site data for engineering design base mapping.

2.2 Control/Topographic Surveys

Using conventional and GPS survey equipment, surveyors will recover, measure and check survey control points provided by the County, Caltrans, NGS, and MHM's own horizontal control system to establish primary and secondary control points necessary for the topographic and right of way surveys. From this control, monumentation will be located and established for the base mapping.

MHM is proposing that mapping for the project will be developed using combination of aerial photogrammetry and conventional survey techniques. Horizontally and vertically controlled aerial flight panels will be established. The control panels and flight will be at an accuracy level sufficient to provide mapping meeting the National Map Accuracy Standards for base map preparation and earthwork calculations. Both aerial and field surveys will be incorporated into one complete computer file for the topographic mapping and one complete DTM. All mapping and DTM files shall be produced in AutoCAD format (newest version) and meet County Standards.

2.3 Field Surveys

Where additional information is needed or a higher accuracy is required, the aerial mapping will be *augmented with field (design) surveys*. *The detailed surveys will be conducted at areas hidden to the aerial flight, conform locations and at profile grade breaks.* Also, intermediate survey ties will include visible surface improvements including structures, culverts, fences, driveways, roadway signs, and utilities such as street lights, utility poles, fire hydrants, utility maintenance holes, and valves as required to supplement the aerial mapping.

2.4 Base Mapping

The mapping scale shall be prepared for use at a scale of 1 inch = 40 feet with a ground contour interval of 1 foot and spot elevations shown to support the generated contours. The mapping shall be delivered in AutoCAD format conforming to County standards.

2.5 Property Information

Once boundary and right-of-way resolution is complete the existing right-of-way lines, property lines, easements and prescriptive rights will be incorporated into the mapping using the County base map. Adjacent property information such as assessor's parcel number will be checked and owner name will be shown.

3. Drainage Studies and Design

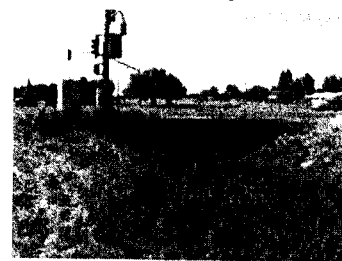
3.1 Drainage Studies

MHM will prepare the Drainage Report in accordance with County of Yuba and Reclamation District No. 784 standards. This study will review anticipated rainfall and how the resulting storm water will be handled within the project area. MHM will determine design flows and size drainage systems. MHM will determine what modifications are needed to the existing drainage facilities as a result of the proposed project improvements.

The key issues on this project are the lack of drainage facilities within the Reclamation District No. 784 (RD 784) portion of the project. The underground conveyance system has limited capacity and the RD 784 pump station located at Avondale Avenue has limited capacity and historic operational issues. The RD 784 portion of the project is approximately all lands west of Wiget Avenue. The RD 784 portion of the project is split into two subbasins with the western half using the trunk line in Avondale and the eastern portion using the Hammonton Smartsville Road Area. There is a small third area between the Railroad subway and Lindhurst Avenue that drains into the Chestnut Detention Pond and is served by the Chestnut Pump Station. There are some historic drainage reports prepared for this area and some recent updates. The historic studies were joint studies between RD 784 and the County of Yuba completed in the early 1970's.

The County of Yuba portion of the drainage system is also split into three different drainage subbasins. The western portion between Wiget Avenue and eastern boundary of Yuba College drains south into the concrete drainage canal and pipeline. The middle portion of the Yuba County drainage area is between the western boundary of Yuba College and Alberta Avenue. The eastern portion is east of approximately Alberta Avenue.

Analyze drainage facilities.



The middle portion is the most defined and has the most capacity. The western portion is near capacity and has some historic issues. The eastern portion is not well defined and the downstream facilities are limited until the newly constructed subdivisions along Erle Road.

3.2 Drainage Design

MHM will work with the County to ensure the system is consistent with the new South Yuba Drainage Master Plan and the East Linda Specific Plan. The final product will include a basis of design with proper underground conveyance system. The system may be phased such that the ultimate size is constructed within North Beale Road and then metered through the existing system to minimize any downstream impact.

3.3 Storm Water Data Report

MHM will prepare the required Storm Water Data Report according to the Caltrans Storm Water Quality Handbook – Project Planning and Design Guide, County of Yuba, and Reclamation District No. 784 standards. MHM understands the Caltrans standard, County of Yuba, and Reclamation District No. 784 standards. This report will document the process of selecting and designing the Water Quality Best Management Practices for the project. The Best Management criterion is critical because some of the water flows directly into the Linda Drain. This is a direct connection to the Waters of the United States.

4. Preliminary Engineering

4.1 Traffic Feasibility Studies

Existing Conditions

Fehr & Peers will analyze five existing intersections in the study corridor. Traffic counts will be performed in fall 2011 during the AM and PM peak periods at the following locations:

- North Beale Road/Lindhurst Avenue
- North Beale Road/Hammonton Smartville Road
- North Beale Road/Linda Avenue
- Two additional locations to be determined in conjunction with Yuba County DPW staff

In addition, Fehr & Peers will conduct 48-hour daily roadway vehicle classification counts at the following locations:

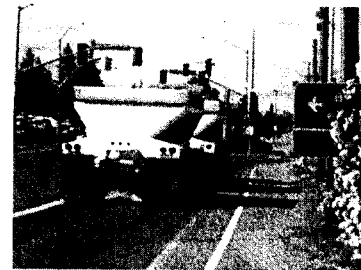
- North Beale Road between Lindhurst Avenue and Hammonton Smartville Road
- North Beale Road between Hammonton Smartville Road and Linda Avenue
- North Beale Road between Linda Avenue and Griffith Avenue

Fehr & Peers will conduct peak period site visits to observe the following:

- Existing roadway geometrics, cross-sections, speed limits, and traffic controls
- Existing travel conditions include travel times and vehicle queuing
- Existing signal phasing and timings
- Location of bicycle, pedestrian, and transit facilities

Fehr & Peers will use the intersection analysis procedures contained in the *Highway Capacity Manual (HCM)*, (Transportation Research Board, 2000). For the intersection analysis, peak hour factors will be based on the traffic counts. The analysis results will contain AM and PM peak hour levels of service. Given the considerable spacing between intersections and non-saturated conditions, it is not necessary to analyze these facilities using a micro-simulation program.

Fehr & Peers will obtain the accident history at the five study intersections for the past three-year period. Accident trends will be evaluated to determine if any patterns are occurring, which could then be addressed by the proposed improvement options.



Analyze queuing at intersections.

Fehr & Peers will prepare exhibits to convey the following:

- Existing roadway system
- Existing bicycle, transit, and pedestrian facilities
- Existing traffic volumes (including trucks)

Cumulative Traffic Forecasts

Fehr & Peers will use the Yuba County travel demand model to develop cumulative (2030) traffic forecasts at the study intersections and roadway segments. Fehr & Peers will work with the project team to determine appropriate inputs for the following land uses that directly affect travel in the study corridor:

- Future student enrollment at Yuba College
- Employment growth at Beale Air Force Base
- Redevelopment of the Peach Tree Mall
- Development type and quantity on vacant parcels fronting North Beale Road

The cumulative forecasts will assume construction of Goldfields Parkway from the SR 65/70 interchange to SR 20 including an at-grade intersection with North Beale Road.

Corridor Planning Support

Fehr & Peers will use the existing and cumulative traffic forecasts to recommend certain cross-sectional and geometric improvements in the corridor including:

- Signalized Intersections: additional lanes, modified signal phasing, and lane assignments
- Mid-block: median openings, left-turn lane pocket lengths, on-street parking, right-turn deceleration lanes, exclusive bus turnouts, u-turn opportunities, realignment of offset driveways, sidewalks, bike lanes, and crosswalks.

Traffic Operations Analysis

Fehr & Peers will analyze traffic operations at the study intersections for the following scenarios:

- Existing Conditions with Roundabouts
- Cumulative Conditions with Traffic Signals
- Cumulative Conditions with Roundabouts

Impacts and Mitigation Measures

Fehr & Peers will analyze the proposed improvements against applicable policies from the Yuba County General Plan update. Fehr & Peers will use these policies to develop significance thresholds for assessing potential project impacts to roadway, bicycle, pedestrian, and transit facilities. Mitigation measures will be recommended for any significant impacts to lessen their significance.

Documentation

Fehr & Peers will prepare the following work products:

- *Traffic Operations Feasibility Study* – compares existing and cumulative traffic conditions in the corridor assuming roundabouts versus traffic signals.
- *Traffic Report* – presents the data collection, analysis, and findings of Fehr & Peers' study. This includes identification of significant impacts and recommended mitigation measures for the proposed project. This report will be prepared in support of the (mitigated) negative declaration.

Traffic Signal Modifications

If roundabouts are not deemed feasible and desirable at any of the three study intersections on North Beale Road, Fehr & Peers will prepare traffic signal modification plans, specifications and estimates (PS&E) to address revisions necessary to accommodate the project. The designs will address controller and cabinet upgrades, new vehicle detection, including bicycle and motorcycle detection, upgrades to vehicle and pedestrian signal heads, upgrades to pedestrian detection and modifications to accommodate any roadway cross-section changes as needed.

Fehr & Peers will obtain existing traffic signal as-built plans and perform field investigations to confirm the existing conditions. We will prepare traffic signal modification PS&E at the 65%, 95% and Final Design submittal levels. The designs will be prepared in conformance with current Caltrans and County standards. The designs will show existing equipment to remain, existing equipment to be removed, new equipment to be installed, and the conductor and equipment schedules. Fehr & Peers will prepare written responses to County comments with each submittal.

4.2 Preliminary Roundabout Design

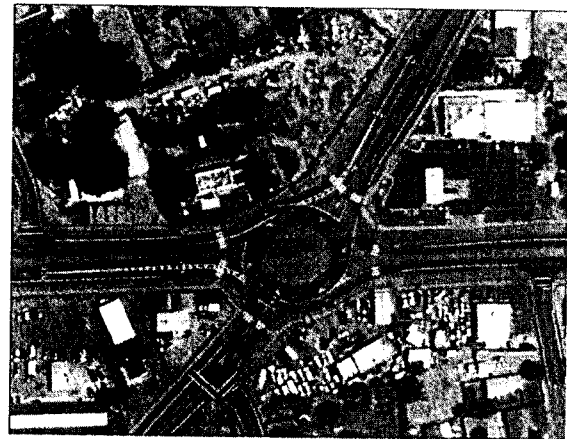
The tasks below are structured to separate specific work elements related to roundabout design from traditional intersection and streetscape improvement projects. Conceptual and preliminary designs are a key component in the success of the roundabout. PB has developed a process that provides a solid foundation for the layout of the roundabout prior to work on design details typical of most roadway improvement projects.

Roundabout Operations

Roundabout operations will be evaluated using peak hour movement to determine the appropriate number of approach, circulatory, and departure lanes through the design life of the roundabout. The roundabout capacity and operations analysis will be conducted using Sidra Intersection software. To account for varying driver and regional sensitivities to roundabout navigation over time, roundabout operations will be assessed according to the 2010 Highway Capacity Manual (HCM) capacity model and the Sidra standard capacity model. Specifically, in order of increased gap acceptance (increased capacity):

- 2010 HCM methodology
- 2010 HCM methodology with California calibration factors recommended in the Caltrans document "Roundabout Geometric Design Guidance" dated June 2007
- Sidra Intersection standard model with environmental factor = 1.2

A micro-analysis of the proposed roundabout alternatives will use a combination of Sidra Intersection output and manual spreadsheet manipulation to analyze the operations of the roundabout alternatives. Variable runs will be conducted to test the sensitivity of the roundabouts to variable geometric and traffic flow conditions and to determine potential phasing scenarios. The Impacts and benefits of project alternatives on the local roadway will be assessed at each roundabout location. The roundabout Level of Service (LOS) method will be determined based on 2010 HCM recommendations for delay LOS same as sign control. Consistent with signal operations, geometric delay will not be considered in the average delay calculations.



Conceptual Design

The conceptual design phase provides a framework to evaluate alignment alternatives and project constraints. Roundabout conceptual layouts will be developed in CADD using aerial images and available topographic mapping. Colored, 2D concept renderings will depict critical roundabout features and geometric design elements based on the initial operational analysis. The layouts will include colored pavement markings consistent with the 2009 MUTCD. In addition, the layouts will include color coded areas identifying landscape opportunities and restrictions based on estimated sight lines. Key features evaluated during this phase typically include:

- Number of approach, departure, and circulatory lanes
- Channelization
- Size and location relative to right-of-way and geometric constraints
- Alignment of approaches and departures

- Design speed, design vehicle, and sight line considerations
- Local access impacts
- Comfortable travel for bicyclists and pedestrians
- Continuity for pedestrian travel and access to bus stops

The PB team will create a qualitative evaluation matrix to determine the viability of each alternative in terms of relative cost, arterial operations, complete street principles / multi-modal access, implementation and phasing, impact to the natural environment, as well as deviations from NCHRP Report 672 guidance and Caltrans design standards.

Preliminary Design and Phasing Analysis

The preferred roundabout layout will be refined to a 30% geometric design level based on a completed topographic survey. The design will incorporate basic horizontal geometric design elements including curb and gutter lines, channelization islands, sidewalks, pedestrian crossings, and truck apron. The geometry will incorporate design speed and speed consistency objectives and accommodate design vehicles.

The operational analysis will be updated based on the refined roundabout geometry. For multilane roundabouts, a phasing analysis will be conducted based on forecasted traffic volumes at construction +10 years, forecasted design year volumes, and as appropriate based on the operational characteristics of the roundabout.

Roundabout Geometric Approval Drawings

PB will prepare roundabout geometric approval drawings (RGAD) for approval by the County. The RGAD will be prepared based on the Design Year layout identified in the Preliminary Design and Phasing Analysis, and will extend to the project conform to existing street infrastructure. The RGAD will establish horizontal control and geometric elements including curb geometry, lane widths, channelization, lane transitions, pavement markings, and join conditions. Typical Sections of each leg and the roundabout circulatory roadway and central island will be included.

4.3 Preliminary Roadway Design

The preliminary roadway design will include information necessary to process the environmental studies and will include proposed geometrics of the medians and curb lines, storm drain trunk lines and intersection configurations.

4.4 Preliminary Landscaping & Irrigation Design

The Preliminary Landscaping Plan will include the design of landscaping and irrigation for the corridor, center medians and planter areas between the curb and sidewalk, using species approved by the County. Plant locations, species, and ballpark estimates for the landscape element including materials such as mulch, plugging, and other materials and a plant list with symbols will be included.

4.5 Coordination with Yuba-Sutter Transit

PB will coordinate with Yuba County and Yuba-Sutter Transit to determine locations for enhanced transit stops. PB will incorporate the requirements of Yuba-Sutter Transit to enhance transit stops that include benches, shelters, and bus turnouts in the final design.

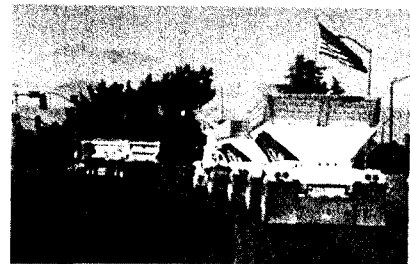
5. Environmental Studies

5.1 Prepare Preliminary Environmental Study (PES)

LSA will conduct a PES as required under Caltrans Local Assistance Procedures. The PES includes a checklist that establishes the basis for any needed technical studies, and is used to identify the likely environmental clearance. The PES is also used to identify environmental permits that will be needed for the project.

5.2 Technical Studies

LSA proposes to conduct the following technical studies identified in the PES:



Assess heavy truck traffic operations.

Biology

LSA will evaluate the biological resources present in the project area and determine project effects to those resources. Based on a preliminary review, the project area is predominantly developed, but undeveloped areas of potential habitat do occur. Sensitive biological resources potentially occurring in the project area may include giant garter snake, Swainson's hawk, western burrowing owl, and jurisdictional waters.

Research/Coordination

LSA will request a list of special status species from the U.S. Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base and California Native Plant Society Online Database.

Field Surveys

- General Field Survey. LSA will conduct a general field survey to map plant communities and assess habitat conditions and evaluate potential impacts to sensitive biological resources from the proposed project. LSA will inspect the existing bridge for presence of bats and/or swallows.
- LSA will conduct a jurisdictional waters delineation of the project area to determine any areas potentially subject to regulation by the U.S. Army Corps of Engineers (ACOE) and/or Regional Water Quality Control Board. Riparian areas within CDFG jurisdiction, if any, will also be delineated.

Documentation

LSA proposes to prepare the following reports to document biological resources in the project area:

- Natural Environment Study (NES). The results of the field surveys will be documented in an NES. The NES will include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. A generalized vegetation map will be prepared showing plant community types as well as the locations of any sensitive biological resources identified. The NES will include an assessment of project impacts on the biological resources present, and recommended mitigation measures where appropriate.
- Delineation Report. The results of the delineation field work will be documented in a brief letter report that will include a discussion of methods and results, the completed wetland data forms, location and vicinity maps, and a preliminary delineation map showing the limits of all potential waters of U.S. on the site. The delineation report should be submitted to the ACOE for verification with a request for a Preliminary Jurisdictional Delineation in accordance with Regulatory Guidance Letter 08-02.

Cultural Resources

Caltrans will be the lead agency for Section 106 of the National Historic Preservation Act. The following studies are needed for the project to comply with the Programmatic Agreement among the FHA, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and Caltrans regarding compliance with Section 106 of the National Historic Preservation Act as it Pertains to the Administration of the Federal-Aid Highway Program in California (2004), the National Environmental Policy Act, and the California Environmental Quality Act.

LSA will conduct a records search, background research, a preliminary geoarchaeological sensitivity assessment, contact Native Americans and local historical organizations, and conduct field studies to prepare the following:

- Area of Potential Effects (APE) Map
- Archaeological Survey Report (ASR)
- Historic Property Survey Report (HPSR)

Area of Potential Effects Map

- LSA will prepare an APE map to Caltrans standards.

Historic Property Survey Report and Archaeological Survey Report.

- LSA will conduct a records search of the APE and a 1/4-mile radius at the North Central Information Center. The records search and literature review will (1) identify previously recorded cultural resources and previous cultural resource studies within or adjacent to the APE; (2) assess the likelihood of unrecorded

cultural resources. LSA will review cultural resource inventories to identify cultural resources that may be listed within or adjacent to the APE.

- LSA will contact the Native American Heritage Commission in Sacramento for (1) a review of the sacred lands file to determine if the APE contains any listed sites, and (2) a list of Native American contacts who may have concerns about cultural resources in the APE. LSA will contact the Yuba Historical Society for any information or concerns they may have about cultural resources in the APE.
- An LSA archaeologist will conduct a field survey.
- LSA will prepare a preliminary geoarchaeological sensitivity assessment for inclusion in the ASR.
- LSA will prepare an ASR that presents the results of cultural resources identification efforts, and an HPSR that summarizes the findings presented in the ASR.
- LSA will respond to one set of comments on the draft HPSR/ASR (response time not to exceed 8 hours).

Visual Impact Assessment

A Visual Impact Assessment (VIA) will be prepared which evaluates the roadway improvements and the aesthetic compatibility of the improvements with the surrounding area. The VIA will consider the consistency of the project with the applicable Yuba County General Plan visual resources policies, the Caltrans SER, the FHWA Visual Impact Assessment for Highway Projects guidelines, and other applicable regulations and guidance.

5.3 Environmental Documentation and Review

Improvements to North Beale Road are not expected to generate significant impacts that are unmitigable. Accordingly, the project will be processed through the use of an IS/MND for CEQA purposes. Technical Studies prepared for NEPA review will serve as the back-up for the CEQA IS/MND.

Administrative Draft IS/MND.

LSA will prepare an IS/MND for County review. The format will be based on the CEQA Initial Study checklist and an expanded evaluation of each issue area. Included in the IS/MND will be a project description, discussion of the environmental review process, and project methodology.

Preliminary Draft IS/MND

Following review by the County, LSA will prepare a Preliminary Draft IS/MND. This second version will evaluate each of the County's comments on the Administrative Draft IS/MND.

Public Review Draft IS/MND

The purpose of this task will be to respond to the County's comments on the Preliminary Draft IS/MND, complete necessary revisions, submit the document for County approval, and publish for public review. LSA will assist the County in the preparation of notices including the notice of availability for public review, public notice of intent to adopt the MND, and the Notice of Completion for the State Clearinghouse.

Response to Comments on Preliminary Final MND

The purpose of this task is to prepare written responses to comments received on the Draft IS/MND. LSA will also include a Mitigation Monitoring Program in the document that outlines timing and responsibility assignments for implementing each measure.

Final MND

LSA will incorporate the final comments and responses into the Final MND.

6. Final Design and Engineering Services

The PB team will prepare roadway, landscape plans, and estimates at 30%, 65%, 95% and Final Design. Specifications shall be prepared at 95% and Final Design for the PS&E packages. The Engineer's Estimate shall be prepared at 65%, 95% and Final Design. The plans shall be prepared in accordance to current Caltrans Procedures Manual, Standard Specifications and Standard Plans and County Standards and included the following items:

- Title Sheet and Location Map
- Typical Section and Construction Detail Sheet
- Layout Sheets
- Plan/Profile Sheets with Drainage Layout
- Street Lighting Plans
- Detour Layout Sheets
- Construction Area Signs Sheets
- Traffic Handling Plan Sheets
- Staged Construction Sheets
- Pavement Delineation Sheet
- Roadway Cross Sections
- Roundabout Plan or Signal Modification Plans as applicable
- Landscape Plan
- Irrigation Plan



Include all modes of travel
in design.

The PB team will design the improvements for the entire corridor, but plans may be divided into phases to enable the County to bid the project for construction in smaller designated segments. The County and Consultant will determine segmenting of the plans to best suit the needs of the County. Consideration should be given to what is the best sequencing of the improvements, available funding, impact to adjacent property, and length of construction season.

The initial plan phases along North Beale Road proposed by the County should be as follows:

- The center raised median from Lindhurst Avenue to Linda Avenue (college entrance), including median landscaping, irrigation, and street lighting.
- Union Pacific Railroad to Hammonton-Smartsville Road.
- Hammonton-Smartsville Road to Linda Avenue (college entrance).
- Linda Avenue (college entrance) to Griffith Avenue.
- Roundabout/Traffic Signal modifications at N. Beale Road and Lindhurst Avenue.
- Roundabout/Traffic Signal modifications at N. Beale Road and Hammonton-Smartsville Road.
- Roundabout/Traffic Signal modifications at North Beale Road and Linda Avenue.

Deliverables

The PB team will provide the County with mylar sheets of the Final Design and all pertinent AutoCad drawings and files. Estimates and Specifications will be provided in Excel and Word format.

7. Utility Coordination

The County will coordinate and prepare all utility correspondence during the preliminary and final design phases. The PB team will identify potholing locations and coordinate a potholing contractor if it is determined that these services are required to enhance the design.

8. Right-of-Way

The County will be responsible for obtaining all necessary easements and/or right-of-way needed for this project. The PB team will provide the County with the mapping files prepared during the Surveying and Mapping phase of the project.

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The County of Yuba

453-11

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 FAX: (530) 749-6281



Joseph W. Cassady, D.C.
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: *Suzanne Nobles*
Suzanne Nobles, Director
Health & Human Services Department

DATE: October 18, 2011

SUBJECT: Agreement with The Salvation Army for Residential Substance Abuse Treatment under the California Work Opportunity and Responsibility to Kids Program (CalWORKs)

RECOMMENDATION: Board of Supervisors approval of the Agreement between the County of Yuba, on behalf of its Health and Human Services Department, and The Salvation Army for residential substance abuse treatment services for CalWORKs clients and their families for the term of July 1, 2011 through June 30, 2013 is recommended.

BACKGROUND: The CalWORKs program provides funding for substance abuse treatment services to assist in the elimination of barriers to employment faced by recipients of CalWORKs. Since Fiscal Year 2009/2010, outpatient substance abuse treatment services for the CalWORKs program is being provided by the For Our Recovering (F.O.R.) Families program of the Health and Human Services Department and residential substance abuse treatment services is provided by the Salvation Army.

DISCUSSION: The Health and Human Services Department has the responsibility to provide residential substance abuse services when necessary to assist CalWORKs families to achieve and maintain self-sufficiency. The F.O.R. Families program is not able provide these services. Under the attached Agreement, The Salvation Army will provide a six-month residential substance abuse treatment program for referred CalWORKs clients and their families at The Depot at a rate of \$650.00 per month per client; with a maximum cap of \$3,900.00 per client. The amount payable under this Agreement is \$40,000.00 per Fiscal Year; for a total amount of \$80,000.00 during the term of this Agreement.

COMMITTEE: The Human Services Committee recommended approval on October 11, 2011.

FISCAL IMPACT: Approval of this Agreement will not impact County Funds. The \$80,000.00 in costs for services provided under this Agreement is funded through federal and state dollars.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for residential substance abuse treatment services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and The Salvation Army ("CONTRACTOR"), a California corporation. The purpose of this Agreement is for the provision of residential substance abuse treatment services to CalWORKs clients for whom substance abuse is a barrier to self-sufficiency.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-3 through A-4.

2. TERM.

Commencement Date: July 1, 2011

Termination Date: June 30, 2013

The term of this Agreement shall become effective on July 1, 2011, and shall continue in force and effect for a period of two (2) years, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-5.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Director of the Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Captain Tom Stambaugh is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment

Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Insurance Provisions
Attachment F-Yuba County Health and Human Services
Department Authorization for Release of Protected Health
Information and Other Client/Patient Case Related Information
Attachment G - Invoice For Payment
Attachment H - HIPAA Business Associate Agreement

9. **TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2011.


"COUNTY"


"CONTRACTOR"

COUNTY OF YUBA

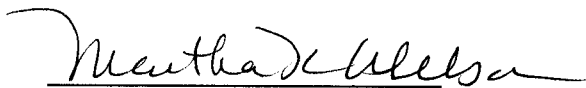
THE SALVATION ARMY

_____, Chair
Board of Supervisors

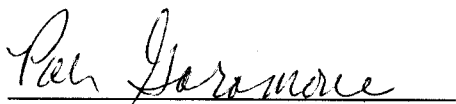

Tom Stambaugh, Captain
VICTOR R. DOUGHTY, TREASURER

ATTEST: 
TOM MELOTT, ASST. TREASURER

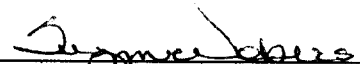
INSURANCE PROVISIONS APPROVED


Martha K. Wilson
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL


Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

SERVICES

A.1 YCHHSD SCOPE OF RESPONSIBILITIES AND DUTIES. YCHHSD staff shall:

- A.** Identify those CalWORKs clients to be referred to CONTRACTOR for substance abuse residential treatment services to be provided by CONTRACTOR through its Salvation Army Depot Family Crisis Center ("The Depot") and initiate a referral to CONTRACTOR for such services. Both parties understand and agree that only those CalWORKs clients referred to CONTRACTOR for substance abuse residential treatment services by YCHHSD shall be eligible to receive services under this Agreement.
- B.** COUNTY will use Attachment F-Yuba County Health and Human Services Department Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information form to ensure that a valid authorization for release of Protected Health information (PHI) and Personally Identifiable Information (PII) and other client/patient case related information is received and signed before the client's/patient's PHI/PII is used or disclosed.
- C.** Participate in the collaborative case staffing meetings with CalWORKs and Child Welfare Services ("CWS") Social Worker staff, For Our Recovering ("F.O.R.") Families staff, mental health therapists, Probation staff, and staff from other agencies whenever appropriate at The Depot to determine the appropriate course of treatment for the CalWORKs clients determined to have substance abuse problems.
- D.** Develop a Welfare-to-Work ("WtW") plan to substantiate the CalWORKs client's participation and eligibility to services in the substance abuse residential treatment program at The Depot.
- E.** Make scheduled visits to The Depot to monitor the client's progress in meeting the objectives of both their WtW plan and CONTRACTOR's substance abuse residential treatment program.
- F.** Schedule quarterly meeting to discuss trends and changes in residential treatment and state regulations.

A.2 CONTRACTOR'S SCOPE OF SERVICES AND DUTIES. The CONTRACTOR, through its Depot staff, shall:

- A.** Receive referrals from YCHHSD CalWORKs program staff for those CalWORKs clients assessed by YCHHSD through its F.O.R. Families program to have a substance abuse problem, determine if The Depot can accommodate the CalWORKs client and family in its substance abuse residential treatment program, and notify YCHHSD CalWORKs program staff of whether or not the CalWORKs client has been accepted by the CONTRACTOR into its substance abuse residential treatment program.
- B.** CONTRACTOR will use Attachment F-Yuba County Health and Human Services Department Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information form when sharing client/patient's PHI/PII with COUNTY.
- C.** If accepted, place the CalWORKs client and its family at The Depot and develop a treatment plan for the CalWORKs client and its family members.
- D.** Participate in collaborative case staffing meetings with CalWORKs and CWS Social Worker staff, F.O.R. Families staff, mental health therapists, Probation staff, and staff from other agencies whenever appropriate to develop recommendations which are appropriate for the participating CalWORKs client and designed to meet the objectives of the substance abuse residential treatment service plan.
- E.** Monitor the participating CalWORKs client's attendance and compliance with the client's substance abuse residential treatment plan and notify YCHHSD CalWORKs and F.O.R. Families staff in writing within two (2) working days if the CalWORKs client fails to comply with his/her substance abuse residential treatment plan.
- F.** Provide progress summary sheet for each CalWORKs client in residential treatment to YCHHSD staff by the 5th of the month following the month of treatment.
- G.** Conduct drug testing for each participating CalWORKs client on a weekly basis and notify YCHHSD's CalWORKs Social Worker and F.O.R. Families staff of any negative tests results within one (1) working day of receipt of the results.

A.3 TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.4 MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.5 FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 FEES FOR SERVICES. COUNTY shall pay CONTRACTOR for substance abuse residential treatment services rendered based upon the rate of \$650.00 per month per participant. In no event shall the amount of payment per participant exceed the maximum amount of \$3,900.00 per participant for a six-month period.

B.1.1 In the event that a CalWORKs client receives substance abuse residential treatment services from CONTRACTOR for only a portion of the month, the monthly rate of \$650.00 shall be prorated for the days in which CONTRACTOR actually provided services and payment shall be made accordingly, to the extent to which the CalWORKs client was otherwise eligible to receive services.

B.1.2 Both parties understand and agree that should a participating client's 60-month CalWORKs time clock expire during a month, the participating CalWORKs client's eligibility to residential treatment services under the CalWORKs program would also cease at the end of that month. Whenever possible, COUNTY agrees to notify CONTRACTOR of any participating CalWORKs client nearing the end of their 60-month CalWORKs time clock at least 60 days prior to the date of expiration.

B.2 MAXIMUM PAYMENT. COUNTY shall pay CONTRACTOR the costs of services rendered in accordance with the fees for services specified in Provision B.1 Fees For Services in a maximum amount not to exceed Forty thousand dollars (\$40,000.00) per fiscal year and Eighty Thousand dollars (\$80,000.00) for the term of this agreement

In no event shall total compensation paid to CONTRACTOR under this Provision B.2 exceed Forty thousand dollars (\$40,000.00) per fiscal year and Eighty Thousand dollars (\$80,000.00) for the term of this agreement without a formal written amendment to this Agreement approved by both parties.

B.3 FISCAL PROVISIONS.

B.3.1. For the months through May during each fiscal year of the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format shown on Attachment G – Invoice Format on a monthly basis for payment of services rendered pursuant to this Agreement. Each invoice shall contain a signed Certification Statement as specified in Attachment G – Invoice Format and shall be submitted no later than the 10th of the month following the end of the month in which services were rendered.

B3.2. For the months of June in any fiscal year during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment G – Invoice Format, based upon the estimated costs of services to be rendered no later than June 10th. CONTRACTOR shall submit a final invoice based on actual costs of services rendered no later than the 10th day of the month following the month of provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated costs paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

B.3.3. COUNTY will remit payment to CONTRACTOR for services rendered within 30 days of receipt of invoice. Each invoice approved and paid shall constitute full and complete compensation to CONTRACTOR for the period covered by the invoice.

B.4 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.5 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

B.6 AUDIT PROVISIONS. In the event CONTRACTOR claims and receives payment for services rendered under this Agreement and reimbursement is later disallowed by the county, state and/or federal governments, CONTRACTOR shall promptly refund the amount disallowed from any payment due or to become due to the CONTRACTOR under this Agreement or any other agreement. COUNTY will assure CONTRACTOR is advised of potential disallowed costs and given an opportunity to provide any evidence and argument to the auditing agency prior to publication of a final audit.

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.3 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.4 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website:

<http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.7 CONFIDENTIALITY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.8 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of six (6) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made

against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving

written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by

CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible

copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any

competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Suzanne Nobles
Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

Captain Tom Stambaugh
Corps Officer
The Salvation Army
P.O. Box 869
Marysville, CA 95901

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

E.1.1 Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

E.1.2 Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

- | | | |
|---|---|--|
| 1. General Liability:
(including operations, products and completed operations.) | <u>\$1,000,000</u> | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | <u>\$1,000,000</u> | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's | <u>\$1,000,000</u> | Each accident, <u>\$1,000,000</u> policy limit |

Liability:		bodily injury by disease, <u>\$1,000,000</u> each employee bodily injury by disease.
5. Professional Errors and Omissions Liability (if required):	<u>\$1,000,000</u>	Per occurrence.

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E.1.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to the COUNTY.

E.4. Verification of Coverage. CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

E.5 Sub-contractors. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

ATTACHMENT F

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION AND OTHER CLIENT/PATIENT CASE RELATED INFORMATION

Please Print or Type

Facility/Provider:	
Facility/Provider Street Address:	Phone Number: ()
City:	Fax Number: ()
State: Zip Code:	
Client's/Patient's Full Name:	
Client's/Patient's Street Address:	Phone #: ()
City:	Last 4 Digits of Social Security Number:
State: Zip Code	Date of Birth:
Other Identifying Name (AKA):	

I authorize the facility/provider listed above to release medical services, social services, drug and alcohol services and/or mental health services information about me to the following:

Release Information to:	
Street Address:	Phone Number: ()
City:	Fax Number: ()
State: Zip Code:	

The Information to be disclosed shall be limited to the following (**indicate choice by initialing the blanks**):

_____ My complete medical record **excluding** information related to use of alcohol and/or drugs, psychiatric conditions, or HIV/AIDS.

_____ Drugs/Alcohol _____ Psychiatric _____ HIV/AIDS

_____ Discharge Summary _____ Psychological Testing Results

Other (be specific) _____

This disclosure of information is for the following purpose:

☐ At the request of the individual

☐ Other: _____

If not revoked, this authorization shall terminate after one (1) year:

☐ Other date: _____ (must be less than one (1) year)

I understand the following about this authorization:

- **I can revoke this authorization in writing.** Requests to revoke authorizations must be made in writing to our department. For additional information see our Notice of Privacy Practices.
- **I understand that treatment cannot be denied to me based on my refusal to sign this authorization.** However, outside agencies which require protected health information to provide various services to or for me may not be able to do so without this information.
- **If the organization I have authorized to receive the information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations.**
- **Disclosures resulting from this authorization may be in written, electronic, and/or verbal form.**
- **I have a right to receive and I will be offered a copy of this authorization.**
- **A copy of this authorization is as valid as an original.**

Signature of ☐ Client/Patient

(Date)

☐ Patient Representative, e.g., parent,
guardian conservator

If patient representative, enter
Relationship: e.g., mother, father _____

Witness: _____

Date: _____

COUNTY STAFF USE ONLY

INITIALS OF STAFF RECEIVING FORM:	Mailed/Faxed by:	Date
	Mailed/Faxed:	

Additional Notes:

ATTACHMENT G

INVOICE FORMAT

Contractor's Name and Address		Contact Name and Phone Number			
The Salvation Army Depot Family Crisis Center State Certified Drug and Alcohol Program 408 J Street/PO BOX 869 Marysville, CA 95901		Phone: 530-216-4530 FAX: 530-634-6063 yubasutter@usw.salvationarmy.org			
Program		Period of Service/Invoice Number			
CalWORKs Substance Abuse					
Date of Service	Client Name	Rate	# of mo of Service	# of Days Prorated	Amount
		\$650.00			\$ -
		\$650.00			\$ -
		\$650.00			\$ -
		\$650.00			\$ -
		\$650.00			\$ -
GRAND TOTAL					\$ -

Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

Authorized Signer

Date

Mail original and back-up documentation to:

Yuba County Health and Human Services Department
 Attention: Administration/Finance
 P.O. Box 2320
 Marysville, CA
 95901

ATTACHMENT H

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between The Salvation Army (the "Business Associate") and the County of Yuba (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").
2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.
3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.
 - (a) Business Associate. "Business Associate" shall mean the party identified above as the "Business Associate".
 - (b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.
 - (c) Covered Entity. "Covered Entity" shall mean the County of Yuba, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.
 - (d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
 - (e) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
 - (f) Individual. "Individual" shall have the same meaning as the term "Individual" in

Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. "Master Agreement" shall mean the contract or other agreement to which this Attachment is attached and made a part of.

(h) Minimum Necessary. "Minimum Necessary" shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d): *Standard: Minimum Necessary*.

(i) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

(l) Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.

(m) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. Compliance with the HIPAA Privacy and Security Rules.

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. Permitted Uses and Disclosures.

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Exhibit 1 to this Attachment,

which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the

unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees,

officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. Entire Agreement. This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. Notices.

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to

Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Yuba County Privacy Officer
5730 Packard Avenue, Suite 100
Marysville, CA 95901

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. Lost Revenues; Penalties/Fines.

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below:

COUNTY

Yuba County Health and Human Services Department

By: _____ On: _____
Chair (Date)
Board of Supervisors


CONTRACTOR

The Salvation Army

By:  On: AUG 18 2011
Tom Stambaugh, Captain (Date)
Treasurer VICTOR R. DOUGHTY

Attest: 
Tom Melott Assistant Treasurer

APPROVED AS TO FORM:


Angil P. Morris-Jones
Yuba County Counsel

HIPAA BUSINESS ASSOCIATE PROVISIONS

EXHIBIT 1

As provided in Paragraph 5 of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Authorized Purposes:

- Complete individual assessment
- Develop a treatment plan for participant and its family members
- Conduct drug testing for participant
- Provide progress summary reports for participant
- Participate in collaborative case staffing meetings
- Monitor the participant's attendance and compliance with the participant's treatment plan

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The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

DAN M. MIERZWA
TREASURER & TAX COLLECTOR



454-11
GOVERNMENT CENTER
915 8th STREET, S.E. 103
MARYSVILLE, CA 95901-5273

TELEPHONE (530) 749-7840
FAX (530) 749-7844

To: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

RE: Sale of Tax-Defaulted Properties

October 6, 2011

RECOMMENDATION:

Approve to sell at public auction, those properties that are tax-defaulted subject to the power to sale and described on the attached list. In accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code and also, in the event that any parcels do not sell, approve to re-offer any unsold parcel at a reduced minimum price that the Tax Collector deems appropriate.

BACKGROUND / DISCUSSION:

Per R & T Code, the tax collector must attempt to sell tax defaulted property if given adequate opportunity, to hold and conduct an auction, within four (4) years of the time the property becomes subject to the power to sale. Section 3694 requires Board approval to conduct the sale. One of the reasons for holding a public auction is to return the property to a revenue generating status by conveying the property to another owner. Should some of the properties not sell for the minimum bid listed, Section 3698.5 (c) requires Board approval to allow the tax collector to re-offer those parcels at a reduced price.

The dates and place of the sale is February 11 through 14, 2012 through Bid4Assets Online Real Estate Internet Auctions.

FISCAL IMPACT:

Any costs incurred while preparing for the sale are assessed and attached to the property, which are paid by the property owner upon redemption or upon the proceeds received when sold at auction. In the event parcels are sold for less than the net redemption amount, the County will need to off-set these losses per R & T Code 4703 from the Tax Loss Reserve fund.

COMMITTEE: Due to routine in nature, bypassed committee.

10/6/2011

Parcel Number	Owner
005-030-031-000	Coelho Paul J & Lynda L, Watson Shawn M JT
005-240-041-000	Boeh Michelle Lynn, Plumbo Carol, Boeh Nicole Leanne TC
006-233-001-000	Whalen C Estate
006-243-011-000	Unknown Owners
006-244-016-000	Deese Rodney
010-065-008-000	Duran Alberto H , Duran Jose H, Duran Mariano H
010-175-003-000	Casto Jimmy Lee
013-140-015-000	Johnson Robert
013-251-003-000	Brooks Leroy & Frances Irene
013-251-032-000	Household Finance Corporation
013-290-035-000	Yocum Mark
013-340-017-000	Berry Ronald E
013-360-050-000	Anderson Joel F
013-440-012-000	Arteaga Maria Luz P
013-560-027-000	Patterson Inc
014-132-040-000	Newton Edwin S
014-201-050-000	California Capital Loans Inc
018-130-024-000	Barbieri David E
018-340-020-000	Commercial Trade Pool 1 LLC
019-435-001-000	Reynen & Bardis Development
020-091-007-000	Rea William
020-122-027-000	Harris Patricia Jean
020-270-019-000	Phan Richard
021-321-014-000	Wallis Wayne W & Patricia A JT
021-341-002-000	Dodd Jaime M
021-341-014-000	Martin Robert N & Carole L JT
050-140-002-000	Thomas David & Tosha JT
050-140-025-000	Sisson Ashlee Chantel
050-140-049-000	Anthony Fred Levon, Lee Karen Gertrude JT
050-360-001-000	Decker George R & Ladonna R Trustee
050-370-012-000	Gregory Tim
056-210-017-000	Meeker Robert
056-290-023-000	Boten Gerald L Trustee
060-020-006-000	Lucas Kevin L & Margaret A JT
060-050-012-000	Avila Cal Trustee
060-100-005-000	Schrader Harry T Jr & Shelia A JT
060-100-033-000	Galart Randy, Galart D'Loris M, Bunch Sean A TC
060-160-026-000	Hannan Charles J



COUNTY

DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: October 18, 2011
Re: Request for Contingency funding

Recommendation

Recommend the Board of Supervisors approve a budget transfer in the amount of \$45,039 for emergency purchases in the Courthouse computer rooms.

Background/Discussion

The core of the County's network is located at the Courthouse. Over the last year, these rooms have encountered repeated failures of the UPS devices (uninterruptible power supply) and air conditioning units.

After multiple attempts to repair the UPS devices on the second floor, a rental unit was brought in while a new system could be ordered on an emergency basis. The first floor UPS provides critical emergency power to the courthouse 24/7 operations. Currently, this power supply only has a run time of 7 minutes. Increasing the battery capacity to one hour is crucial for this operation to remain functional in times of a power failure. Both of these devices require immediate attention to maintain the integrity of our network systems.

The first floor computer room provides the core network services for the Courthouse and many other departments throughout the County. The third floor computer room provides network services to courthouse 24/7 operations. Air conditioning systems within these rooms have not been sufficient to cool the large pieces equipment within these rooms that generate high heat loads, regardless of temperatures outside. Over this last summer, one of the units in each room has failed. It is critical that these rooms remain below 80 degrees and operate on a redundant system otherwise additional equipment failures will result as has occurred with these prior failures.

Committee Action:

Due to the emergency nature of this request, we have brought it directly to the Board for your review and consideration

Fiscal Impact:

The budget transfer request moves \$20,000 previously budgeted in Information Technology fixed assets to Building and Grounds fixed assets and reduces the General Fund Contingency by \$25,0396 leaving a balance in the contingency account of \$558,936.

The attached spreadsheet is a breakdown of the proposed costs.

Contingency Funding Request

AC Project costs:

3rd Floor redundant AC	\$	5,515.00
1st Floor redundant AC	\$	15,950.00
1st Floor supporting projects	\$7,750.00	(power)
	\$1,500.00	(transformer)
Total	\$	30,715.00

UPS Project Costs:

Emergency UPS rental	\$	1,481.34
New 16 KVA UPS	\$	21,976.00
UPS Expansion		\$7,770.19
Total		\$31,227.53

Net Project Costs:

Total AC & UPS Costs	\$61,942.53
Total Contingency (5%)	\$3,097.00
Total cost and contingency	\$65,039.53

Less existing funds available in IT & B&G fixed assets	\$40,000.00
---	-------------

TOTAL CONTIGENCY REQUEST \$25,039.53

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

Robert Bendory

COUNTY OF YUBA
REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DATE: October 3 2011

DEPARTMENT Administrative Services

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2012

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
101-1900-410-6200		20,000
101-6900-410-71-01		25,039
<i>General Fund Contingency</i>		

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0900-417-6200		45,039

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: Emergency purchases for the Yuba County Courthouse Air Conditioning and Uninterruptible Power Supply projects.

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR: *Robert Bendory* 10/6/11

Signature

Date

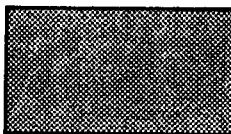
Asst Dir Admin Svc 10/6/11

TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers



Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327- 7500
Facsimile (916) 321- 5047

September 19, 2011

TO: Chairs, Boards of Supervisors

FROM: Paul McIntosh, Executive Director

SUBJECT: Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. This year that will be on November 29, 2011. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference in November. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's appointment.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2012 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Sue Ronkowski of my staff at 916.327.7500 x508 or e-mail sronkowski@counties.org.

Enclosures

cc: 2011 Board of Directors
Clerks, Board of Supervisors



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327- 7500
Facsimile (916) 321- 5047

NOTIFICATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2011 – 2012

The Board of Supervisors has elected the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2011 - 2012 Association year beginning November 29, 2011.

County name:

Director:

Alternate:

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference (November 29 – December 1, 2011) in San Francisco?

Yes: No:

PLEASE RETURN BY NOVEMBER 9, 2011 TO:

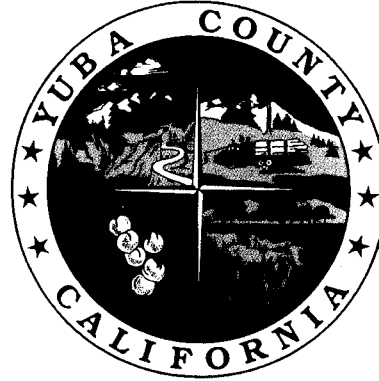
Sue Ronkowski
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Fax: (916) 321-5047
E-mail: sronkowski@counties.org

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



457-11

BU
749-5440 • Fax 749-5440

CODE ENFORCEMENT
749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director

Date: October 18, 2011

Subject: Acquisition of 100 Acre Parcel for a Future Community Park
High School and Intermediate School (portion of APN 016-350-003)

Recommendation:

- Approve the attached Purchase and Sale Agreement, and authorize the Chair to sign.
- Adopt the attached resolution authorizing the Community Development Director to complete the purchase, including the execution of any necessary documents subject to County Counsel review.
- Adopt the attached budget amendment document authorizing the use of parkland acquisition fees for said purchase.

Background:

Through the adoption of the Plumas Lake Specific Plan, Yuba County created a vision for a well planned community with schools and parks adequate to handle the new residential development.

Discussion:

Since adoption of the Specific Plan, numerous subdivision maps have been approved within its boundaries, creating thousands of residential parcels. Consistent with the Specific Plan, those parcels need to be served with schools and parks. The County, in partnership with Olivehurst Public Utility District, Wheatland High School District, and Plumas Elementary School District, has identified a 100 acre area within the Specific Plan that is available for purchase, which will provide the land necessary for a future Community Park, High School, and Intermediate School. The attached Purchase and Sale Agreement identifies the steps required in order to secure this property for those needed uses.

Committee Action:

This item was previously discussed with the Board in order to make the initial offer to the current property owner and therefore is being presented directly to the full Board in order to formally move forward with the acquisition.

Fiscal Impact:

No use of general funds, purchase costs will be covered by the parkland acquisition trust fund.

Attachments:

- Purchase and Sale Agreement
- Resolution authorizing the Community Development Director to complete the purchase
- Budget amendment document

WHITE - AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

JSellers

DATE: October 11 2011

COUNTY OF YUBA
REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT CDSA - Public Works

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2012

BUDGET OR ESTIMATED REVENUE

☒ **ESTIMATED REVENUE INCREASED**

☐ **APPROPRIATION DECREASED**

☒ **APPROPRIATION INCREASED**

ACCOUNT NO.	NAME	AMOUNT
102-0000-371-97-03		1,385,000
	Local Fees for Construction	

ACCOUNT NO.	NAME	AMOUNT
102-9100-431-47-00		1,385,000
	Right of Way	

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
189-0000-371-99-03	2,010,000

FUNDS TO BE INCREASED:

FUND	AMOUNT
102-0000-371-97-03	2,010,000

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: Project 102-8079 Increase budget for purchase of PLSP Parkland from \$625,000 to the full cost of \$2,010,000

APPROVED:

☐ **AUDITOR - CONTROLLER**

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ **COUNTY ADMINISTRATOR:**

Signature

Date

CDSA Director
TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Approved:

BOARD OF SUPERVISORS

Auditor/Controller, Dean E. Sellers

Clerk of the Board

Date

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**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

**RESOLUTION AUTHORIZING YUBA COUNTY)
COMMUNITY DEVELOPMENT AND SERVICES)
AGENCY DIRECTOR OR HIS DESIGNEE TO)
COMPLETE PURCHASE AND SALE AGREEMENT)
FOR 100 ACRE PORTION OF APN 016-350-003)
AND EXECUTE ALL DOCUMENTS NEEDED FOR)
COMPLETION OF PURCHASE)**

RESOLUTION NO. _____

WHEREAS, Yuba County adopted the Plumas Lake Specific Plan wherein the need to acquire land for the establishment of parks and schools to serve the new residential development was established; and

WHEREAS, Yuba County has the responsibility to acquire a community park site in the southern portion of the Plumas Lake Specific Plan; and

WHEREAS, Yuba County has been approached by the Wheatland High School District and Plumas Elementary School District with a proposal to purchase a 100 acre portion of APN 016-350-003 wherein an intermediate school, high school, and community park site could all be located together; and

WHEREAS, the Board of Supervisors has approved a Purchase and Sale Agreement for 100 acres with the owners of APN 016-350-003; and

WHEREAS, the Purchase and Sale Agreement with the owners of APN 016-350-003 as outlined in Section 3 of the Agreement requires fulfillment of several conditions prior to close of escrow.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director or his designee to complete the purchase of 100 acres of APN 016-350-003 in conformance with the Purchase and Sale Agreement and execute any necessary documents, subject to County Counsel review.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2011 by the following vote:

AYES:

NOES:


ABSENT:

ABSTAIN:

CHAIR

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

ANGIL P. MORRIS-JONES
YUBA COUNTY COUNSEL
APPROVED AS TO FORM:



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of October 11, 2011, by and between Barbara E. Leak, as Trustee of the Edwin F. Leak Marital Q Tip Trust, dated January 4, 1998, Alan J. Leak and Cindy Leak, Husband and Wife as Joint Tenants ("Sellers"), and the County of Yuba ("Purchaser").

Recitals

A. Sellers own certain real property located in Yuba County, California, APN 016-350-003, the "Parent Parcel".

B. Purchaser desires to purchase from Sellers a 100 acre portion of the Parent Parcel, which is more particularly described in Exhibit A attached hereto and incorporated herein (the "Real Property").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Purchase and Sale

(a) Sellers agrees to sell the Real Property to Purchaser and Purchaser agrees to purchase the same from Sellers on all of the terms, covenants, and conditions hereinafter set forth.

(b) Sellers agrees to assign and transfer to Purchaser on the Closing Date (as defined below in Section 5 hereof), without additional consideration therefore, all of Sellers' interest in all tangible and intangible property now or hereafter owned or held by Sellers in connection with the Real Property. The Real Property and the Intangible Property are hereinafter collectively referred to as the "Property."

(c) Sellers and Purchaser both agree to be responsible to cover their respective legal and/or realtor costs or fees associated with this purchase. In addition, Sellers and Purchaser agree to share the title and escrow costs associated with this purchase equally.

Section 2. Purchase Price

The purchase price for the Property shall be \$2,000,000 (Two Million Dollars, the "Purchase Price"). There shall be no deposit. The entire Purchase Price shall be payable to Sellers in cash on the Closing Date.

Section 3. Conditions Precedent

(a) Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent:

(i) Purchaser shall obtain a Preliminary Title Report as verification by Purchaser that no tenant or third party will hold any equity position or purchase option in the Property following the closing and demonstrating no easements restricting use of the property or access to River Oaks Blvd.

(ii) Purchaser obtains a favorable report from its consulting engineer, planner and/or biologist with respect to the Real Property and Purchaser is satisfied with such other inspection reports as it may require in its absolute discretion.

(iii) Purchaser enters into a purchase agreement or other form of agreement with the Wheatland High School District, and Plumas Elementary School District to purchase their respective portions of the Real Property from the Purchaser.

(iv) Purchaser obtains a parcel map, lot line adjustment or other form consistent with the Subdivision Map Act creating the 100 acre parcel described in Exhibit A.

(v) Purchaser obtains an irrevocable offer of dedication to the County of Yuba, free of all encumbrances, for the 18.154 acres described in the Grant of Easement and Agreement dated September 17, 2007 between Sellers and KB Home Sacramento, Inc.

(vi) Purchaser enters into a cost share or other form of agreement with the Seller to establish fair share funding of the frontage improvements along the west side of River Oaks Blvd for the length of APN 016-350-003, including but not limited to landscaping, lighting, sidewalks, and three access roads crossing Reclamation District 784's drainage ditch.

(vii) Purchaser and Sellers enter into an agricultural lease agreement, wherein the Sellers are allowed to utilize the purchased land for agricultural purposes at a cost of \$1 per year charged by the Purchaser. The length of the lease shall be until such time that the Purchaser needs use of the land for the intended purpose of constructing schools and park and notice of termination of lease by Purchaser to Seller shall be ten (10) months in advance of the termination date.

(viii) Purchaser and Sellers enter into a temporary construction easement agreement, wherein the Sellers are allowed to cross the purchased land at a

specified location for the purpose of moving material between the Sellers remainder parcels to the north and south at zero cost charged by the Purchaser. The duration of the easement shall be until such time that the Purchaser needs use of the land for the intended purpose of schools and park and notice of termination of temporary construction easement by Purchaser to Seller shall be six months in advance of termination date.

(ix) Sellers enter into a School Impact Mitigation Agreement with Plumas Lake Elementary School District and Wheatland Union High School District to establish the means for mitigating the impact of Seller's proposed residential subdivision on both of the District's school facilities.

(x) As of the Closing Date there shall have been no material adverse change in the condition of the Property or in any document, Laws and Restrictions (as defined below), contractual relations, or other circumstances affecting the Property previously approved by Purchaser.

(xi) The fulfillment of each condition contained in Sections 4, 5, and 6 below.

(xii) The due performance by Sellers of each and every covenant, undertaking, and agreement to be performed by Sellers pursuant to this Agreement, the truth, in all material respects, of each representation and warranty made in this Agreement by Sellers at the time made and on the Closing Date

(b) At any time or times on or before the Closing Date, at Purchaser's election, Purchaser may waive any of the foregoing conditions by written notice to Sellers. Purchaser's consent to the close of escrow pursuant to this Agreement shall waive all such conditions. No such waiver shall reduce the rights or remedies of Purchaser arising from any breach of any undertaking, agreement, covenant, warranty, or representation of Sellers under this Agreement.

(c) In the event any of the foregoing conditions or other conditions to this Agreement which are for the benefit of Purchaser are not fulfilled or waived pursuant to Section 3(b) above, Purchaser, at its election by written notice to Sellers, may terminate this Agreement and be released from all obligations under this Agreement. In the event of a termination, all documents deposited in escrow by Purchaser or Sellers shall be returned to the depositing party.

Section 4. Conditions of Title

(a) Title to the Real Property shall be conveyed by Sellers to Purchaser by a good and sufficient Grant Deed subject to no exceptions other than (i) the lien of local real property taxes and assessments not yet due or payable, and (ii) all exceptions to title set forth in a preliminary title report issued by North State Title Company (the "Title Company"), a copy of which is attached hereto as Exhibit B (the "Preliminary Title

Report”), approved by Purchaser pursuant to Section 4(b) below (collectively, the “Conditions of Title”).

(b) If Purchaser shall object to any exceptions to title stated in the Preliminary Title Report by written notice specifically listing the exception(s), and delivered to Sellers within ten (10) days after Purchaser's receipt of the Preliminary Title Report, Sellers shall use reasonable efforts to clear title to the Property of such exceptions. If the exceptions objected to by Purchaser cannot be removed by Sellers within thirty (30) days after receipt of notice from the Purchaser, and Purchaser shall not waive its objections to title in writing within five (5) days thereafter, this Agreement shall be terminated and any money deposited by Purchaser shall be returned to Purchaser.

(c) Delivery of title in accordance with the foregoing shall be evidenced by the issuance by the Title Company, upon payment of its regularly scheduled premium at close of escrow, its standard ALTA extended coverage policy of title insurance, together with such endorsements as Purchaser may reasonably require, at Purchaser's cost, in the amount of the Purchase Price, showing title to the Real Property vested in Purchaser subject only to the Conditions of Title (the “Title Policy”).

Section 5. Closing Date

The date for the close of escrow with respect to the purchase and sale of the Property is anticipated to be October 14, 2011, but shall be no later than Thirty (30) days following the date of satisfaction or waiver of the Purchaser to the conditions set forth in Section 3 above.

Section 6. Escrow and Closing

(a) Sellers shall deposit or cause to be deposited into escrow with the Title Company on or before the Closing Date the following documents:

(i) A duly executed and acknowledged Grant Deed conveying the Real Property to Purchaser subject only to the Conditions of Title;

(ii) Either California Franchise Tax Board Form 593-C or 593-W regarding the withholding of California taxes on the sale of California real estate; and

(iii) Sellers’ written escrow instructions to close escrow in accordance with the terms of this Agreement.

(b) Purchaser shall deposit or cause to be deposited into escrow with the Title Company on or before the Closing Date the following funds and documents:

(i) Cash or other immediately available funds which, are sufficient to close escrow (the "Sellers' Funds");

(ii) Purchaser's written escrow instructions to close escrow in accordance with the terms of this Agreement.

(c) The Title Company shall close escrow when it is in a position to issue to Purchaser the Title Policy and has received all of the documents and funds listed in Sections 6(a) and 6(b) above. The Title Company shall close escrow by: (i) recording the executed Grant Deed; (ii) issuing the required title insurance to Purchaser; (iii) confirming the Sellers have completed either a California Franchise Tax Board Form 593-C or 593-W regarding the withholding of California taxes on the sale of California real estate; and (iv) delivering to the Sellers the proceeds of the Purchase Price after deduction of Sellers' share of closing costs and adjustment for closing proration's as set forth below.

(d) Real property taxes and assessments, and all other items of income and expense, if any, shall be prorated as of the Closing Date. Sellers shall pay all documentary and other transfer taxes imposed on account of the transfer of the Property to Purchaser, including without limitation any excise, income, sales, use or transaction taxes incurred in connection with the sale of the Property. All other closing costs shall be allocated evenly between the parties. Right to possession of the Property shall transfer to Purchaser as of the close of escrow.

Section 7. Covenants, Warranties and Indemnification

(a) Sellers' Express Representations and Warranties. In addition to the representations and warranties contained elsewhere in this Agreement, Sellers hereby make the following representations and warranties, each of which representation and warranty in this Agreement is material and being relied upon by Purchaser, is true in all respects as of the date of this Agreement, shall be true in all respects on the Closing Date, and shall survive the close of escrow:

(i) Sellers have and will convey to Purchaser good, marketable, and insurable fee simple absolute title to the Real Property free and clear of all liens, claims, covenants, conditions, restrictions, rights of way, easements, options, licenses, judgments, and encumbrances of any kind, except the Conditions of Title. Without limiting the generality of the foregoing, there are no encroachments on the Real Property by adjoining property or improvements, and none of the easements, covenants, conditions, restrictions or other encumbrances included in the Conditions of Title has interfered with or will interfere with, or has been or will be breached by or as a result of, the proposed development, use, or operation

of the Real Property. Nothing contained in the form of deed by which Sellers conveys the Property to Purchaser shall limit this warranty.

(ii) The Real Property has free and complete legal access to public streets.

(iii) Sellers have not undertaken any activity upon, or used, the Real Property in a manner for the storage or which will produce any hazardous or toxic waste, materials discharge, deposit, dumping or contamination, whether of soil, ground water or otherwise, which violates any Laws or Restrictions or requires reporting to any governmental authority. The Real Property does not contain, no activity upon the Real Property has produced, and the Real Property has not been used in any manner for the storage of, any hazardous or toxic waste, materials, discharge, deposit, dumping, or contamination, whether of soil, ground water or otherwise, which violates any Laws and Restrictions or requires reporting to any governmental authority and the Property does not contain underground tanks of any type.

(iv) There are no existing or, to the best of Sellers' knowledge after diligent inquiry, proposed or contemplated eminent domain proceedings which would affect the Property in any way.

(v) There are no commitments to or agreements entered into by Sellers with any federal, state, or local governmental authority or agency affecting the Property, which have not been disclosed to Purchaser by Sellers in writing.

(vi) Neither this Agreement nor anything provided to be done under it, including, without limitation, the transfer, assignment, and sale of the Property contemplated by this Agreement, violates or shall violate any written or oral contract, agreement or instrument to which Sellers are a party or which affects the Property or any part of it.

(vii) None of the representations or warranties in this Agreement, nor any descriptive information concerning the Property set forth in this Agreement, nor any document, statement, certificate, schedule or other information furnished or to be furnished to Purchaser in connection with this Agreement contains, or will as of the Closing Date contain, any untrue statement of a material fact or omits, or will as of the Closing Date omit a material fact necessary to make the statements of facts contained therein not misleading.

(viii) Sellers have not (A) made a general assignment for the benefit of creditors, (B) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Sellers's creditors, (C) suffer the appointment of a receiver to take possession of substantially all, of Sellers's assets, (D) suffered attachment or other judicial seizure of all, or substantially all, of Sellers's assets, (E) admitted in writing its inability to pay its debts as they come due or (F) made an offer of settlement, extension or composition to its creditors generally.

(ix) Sellers are not a "foreign person" as defined in Internal Revenue Code Section 1445 and any related regulations.

(b) Sellers' Express Covenants. In addition covenants contained elsewhere in this Agreement, Sellers covenants as follows:

(i) Purchaser shall have the right to enter, inspect, and test the Property, including the right to conduct soil-boring tests for soils conditions and hazardous waste, and to inspect all documents relating thereto from the date of this Agreement to the Closing Date.

(ii) Sellers shall comply with all Laws and Restrictions concerning the Property from the date of this Agreement to the Closing Date.

(iii) Within three (3) days after the Execution Date, Sellers shall deliver to Purchaser all documents and other items as set forth in this agreement.

(c) Sellers' Indemnity. Sellers agrees to indemnify and defend Purchaser against and hold Purchaser harmless from any and all claims, liabilities, losses, damage, costs and expenses, including, without limitation, all reasonable attorney's fees, asserted against or suffered by Purchaser resulting from (i) any breach by Sellers of this Agreement, (ii) any liability or obligation of Sellers which Purchaser is not required to assume under this Agreement or accruing prior to such assumption, or (iii) the untruth, inaccuracy or breach of any of the representations, warranties and covenants made by Sellers pursuant to this Agreement.

Section 8. Notices

Any notices required to be given hereunder shall be given in writing and shall be served either personally or delivered by mail, postage prepaid, or by a courier and addressed to the following addresses:

To Sellers: Barbara E. Leak, as Trustee of the Edwin F. Leak Marital Q Tip
Trust, dated January 4, 1998
3868 Leak Lane, Loomis, CA 95650-8203

Alan J. Leak and Cindy Leak,
Husband and Wife as Joint Tenants
3831 Leak Lane, Loomis, CA 95650-8203

To Purchaser: County of Yuba, Government Center
c/o Director of Community Development
915 8th Street, Suite 123
Marysville, CA 95901

With a copy to: County Counsel
County of Yuba , Government Center
915 8th Street Suite 111
Marysville, CA 95901

All notices shall be deemed received upon the earlier of actual receipt or three (3) business days following deposit in the U.S. mail, first-class postage prepaid, or with a courier.

Section 9. General Provisions.

(a) This Agreement, together with the exhibits hereto, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or other agreements are replaced in total by this Agreement and the exhibits hereto.

(b) Time is of the essence in the performance of the parties' respective obligations and the fulfillment of conditions contained herein.

(c) The obligations, covenants, warranties, and the remedies for breach of them, herein contained shall not merge with transfer of title but shall remain in effect until fulfilled.

(d) Sellers shall not assign its right in this Agreement without the prior written consent of Purchaser. Purchaser shall have the right to assign its interest subject to the foregoing. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(e) Whenever and so often as requested to do so by each other, Sellers and Purchaser shall promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in each party all rights, interests, powers, benefits, representations.

(f) This Agreement shall be governed by the laws of the State of California.

(g) All money sums referred to herein or payable shall be payable in United States dollars.

(h) The execution and delivery of this Agreement by Purchaser and Sellers and the performance hereof and the transaction contemplated hereby have been duly authorized on the part of Purchaser and Sellers, and the person or persons signatory to this Agreement on behalf of each party have all power and authority to execute the same and all other documents associated with this transaction. Each party shall deliver to the other on or before the closing Date satisfactory evidence of such authorization and the valid

and binding nature of this Agreement and the other documents executed or to be executed in connection with this transaction.

(i) This contract may be executed in one or more counterparts and all so executed shall constitute one contract, binding on all of the parties hereto, notwithstanding that all of the parties are not signatories to the same counterparts.

(j) The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

SELLERS:

Barbara E. Leak, as Trustee of the Edwin F. Leak
Marital Q Tip Trust

Alan J. Leak

Cindy Leak

PURCHASER:

Roger Abe, Chair
Yuba County Board of Supervisors

APPROVED AS TO FORM:
ANGIL P. MORRIS-JONES
COUNTY COUSEL

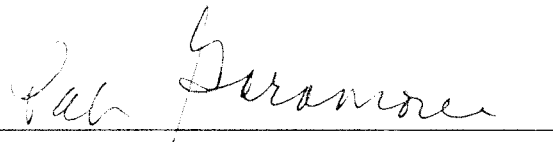


EXHIBIT A

All that certain real property situated in the unincorporated area of the County of Yuba, State of California, described as follows:

A.P.N. 016-350-003-000

EXHIBIT B

Preliminary Title Report

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The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator
 John Fleming, Economic Development Coordinator
 Russ Brown, Communications & Legislative Affairs Coordinator
 Grace M Mull, Management Analyst
 Teena L. Carlquist, Executive Assistant to the County Administrator
 Yuba County Government Center
 915 8th Street, Suite 115
 Marysville, CA 95901

Phone: (530) 749-7575
 Fax: (530) 749-7312
 Email: rbendorf@co.yuba.ca.us
jfleming@co.yuba.ca.us
rbrown@co.yuba.ca.us
gmull@co.yuba.ca.us
tcarlquist@co.yuba.ca.us

DATE: October 18, 2011
TO: Board of Supervisors
FROM: Grace Mull, Management Analyst *G. Mull*
RE: Public Defender Services Contract – First Conflict

RECOMMENDATION

It is recommended that the Board of Supervisors award the Public Defender Services – First Conflict contract to Christopher Carlos and authorize the Chairman to sign.

BACKGROUND

Counties are mandated to provide indigent defense services. Costs for these services are paid for by the General Fund. The Public Defender Services – First Conflict contract allows the County to provide legal defense for indigent defendants upon appointment by the Superior Court subsequent to the Public Defender declaring a conflict with the case.

County Administrative staff placed the contract out to bid through a Request for Proposal (RFP) process in late July as the current three-year contract for 1st Conflict Public Defender Services expires on October 31, 2011.

DISCUSSION

Six (6) proposals were received and evaluated by a panel consisting of representatives from the Office of County Counsel, District Attorney and Superior Court. The evaluation considered cost, experience, availability and expertise, as well as responsiveness of the bid. The panel recommended award of the contract to Christopher Carlos.

Mr. Carlos is an experienced trial attorney who has practiced criminal law for over ten (10) years. His case experience includes murder, assault, robbery, narcotics, and gang related crimes. Mr. Carlos is a graduate of Hastings College of Law and the University of San Francisco. His law office will be located in Marysville.

COMMITTEE

This item did not go to Committee due to time constraints.

FISCAL IMPACT

The cost for providing first conflict services in FY 11-12 is approved with the final budget. A cost savings from the budgeted amount is estimated to be approximately \$15,000.

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**CONTRACT FOR LEGAL REPRESENTATION
OF INDIGENT PERSONS IN THE COUNTY OF YUBA**

THIS CONTRACT is made this 18th day of October, 2011 by and between the COUNTY OF YUBA, a political subdivision of the State of California ("County"), and CHRISTOPHER CARLOS ("Attorney").

WITNESSETH

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the State of California; and

WHEREAS, the expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon the County; and

WHEREAS, Attorney represents and warrants that he is competent to render all legal services which are required by this Contract; and

WHEREAS, experience in handling criminal matters leads to effective representation and efficient handling of matters in the Courts; and

WHEREAS, it has been shown that a contract of a limited term without renewal rights makes it difficult to recruit and retain competent and experienced staff;

NOW THEREFORE, the parties hereto agree:

A. SCOPE OF ATTORNEY SERVICES

1.0 Attorney hereby agrees to provide legal representation for the following persons in Yuba County when appointed by the Superior Court of Yuba County:

a) "Adults" deemed indigent by the appointing Courts who are defendants in criminal cases (EXCLUDING, SEXUALLY VIOLENT PREDATORS 6602 WELFARE

& INSTITUTIONS CODE CASES, AND MHO MENTAL HEALTH 6500 & 6502 WELFARE & INSTITUTIONS CODE CASES) or who require legal representation in connection with police identification or pre-statement counseling as set forth in (b), infra.

b) Attorney shall perform the services of First Conflict Attorney upon appointment by the Superior Court. Upon appointment by a Judge of the Superior Court pursuant to this agreement, Attorney shall represent criminal defendants in felony and misdemeanor cases in the Court.

c) Attorney agrees to accept cases that are assigned to Attorney by a Judge of the Court. It is however understood by the parties that case assignments will be made to the Attorney only in conflict situations, i.e. single defendant public defender conflicts, or where there are numerous defendants or numerous other parties in a case and the appointment of one or more public defenders to other defendants or parties necessitates the appointment of Attorney.

d) Attorney agrees to accept murder cases limited to a maximum of two (2) new cases per contract year and will be handled through completion.

2.0 Attorney shall provide competent and adequate legal representation for those persons described in Section 1 and shall provide daily representation in the departments of the Superior Courts of Yuba County. Attorney shall be a full-time attorney and shall also provide secretarial and other personnel and, except as may otherwise be proved herein, office space and all materials, equipment, facilities, and supplies necessary for the support of the personnel in the legal services specified herein.

2.1 During this contract, County shall review Attorney's compliance and performance under the contract and, at County's option, may at any time require Attorney

to attend any meetings, interviews with County personnel or Judges to discuss such compliance and performance.

2.2 For the purpose of defining “full-time attorney” as required in paragraph 2.0, “full-time” shall include, but not necessarily be limited to:

- a) any time in which the Superior Court is in operation;
- b) any time when client representation is required;
- c) any additional time required to consult with clients or otherwise prepare in order to provide competent legal representation; or
- d) when case activity is occurring.

B. CHANGE OF VENUE

3.0 In the event of a change of venue to a location outside of Yuba County, County shall reimburse Attorney for mileage and other actual and necessary expenses incurred in traveling between the City of Marysville and the location to which venue has been changed as follows:

- a) For reasonable and necessary travel by Attorney, his investigator, any member(s) of his staff, not to exceed a total of three (3) persons, or by any witness when said witness does not receive a mileage allowance as a matter of law. Said reimbursement shall be at the rate reimbursed to the District Attorney’s Office or, if no such rate is established, at the prevailing rate allowed private taxpayers by the IRS for each mile driven in the individual’s privately owned automobile; provided, however, that in no case shall the cost of travel exceed the cost of available public transportation plus necessary incidental expenses related to the use of such public transportation.

b) For the reasonable and necessary cost of lodging and meals during the course of the trial by Attorney, investigator or any member(s) of his staff not to exceed a total of three (3) persons per diem.

Except as provided immediately above, Attorney shall be entitled to no additional fee, compensation or reimbursement in such cases.

C. SPECIAL COUNSEL

4.0 County shall bear the cost of special counsel appointed by the Court where such appointments are occasioned by bringing mass criminal charges resulting from natural disaster or civil disorder. County shall also bear the cost of special counsel with an expertise in DNA when deemed reasonable and necessary by the Court.

5.0 Where special counsel is appointed by the Courts as a result of:

a) The trial Judge's determination that Attorney has not provided effective and adequate legal representation; or,

b) Attorney's failure or inability to appear, unless due to a conflict of interest, the fees assessed against the County for the payment of such counsel shall be charged to and reimbursed by Attorney. The parties agree that such fees will be deducted from future monies otherwise due Attorney under this contract.

D. OTHER EXPENSES

6.0 Unless payable by the Court, County shall pay all required and necessary witness fees, including expert witnesses, and for the services of Court authorized laboratories, forensic services, medical or other technical experts, and any other Court ordered expenses deemed reasonable and necessary by the Court. The cost of discovery required by law or Court order is not an additional charge against the County. In

addition, Court or County shall pay for Attorney's investigator per ex-parte Order being submitted and approved by the Court which may be necessary for competent and adequate representation of defendants.

E. COMPENSATION

7.0 Compensation shall be provided in the following manner:

a) From November 1, 2011 to October 31, 2014, County shall pay Attorney at the rate of Nine Thousand, Seven Hundred and Fifty Dollars (\$9,750) each month, in arrears, through and including October 2014.

b) Said monthly amounts are payable in full on or before the thirteenth (13th) day of each month. Prior to receiving payment, Attorney shall, five (5) working days prior to the thirteenth (13th) day, submit a County Claim to the County Administrator in the appropriate amount for all services and other charges under this contract which Attorney may have rendered during the pay period set forth herein. Attached to the claim, the Attorney shall submit a monthly report for the prior month indicating the number of new assignments or appointments, the number of cases closed, and the number of conflicts that month.

c) Attorney shall be entitled to no additional compensation or reimbursement for any cost(s) incurred by Attorney in providing services required by this contract other than as provided herein and agrees to forego any cost of living increases during the contract period unless mutually agreeable by both parties.

d) Attorney and County agree that the price of the Contract is based on current staffing needs. In the event that staffing needs change as a result of state

initiative, Court modifications or adoption of new programs not presently contemplated, the parties agree to negotiate and adjust the price and terms of the Contract accordingly.

F. COPY MACHINE

8.0 Attorney shall have access to the County photocopy machines and shall reimburse County for all reproductions on said machines at the rate per page established by County for County Departments.

G. AVOIDANCE OF CONFLICTS

9.0 Attorney represents and warrants to the County that, while this Contract is in effect, the performance of the legal services under Contract shall be the priority business of Attorney and any associates or employees of Attorney. Attorney covenants to decline to advise or represent clients, or undertake cases or legal projects, which foreseeably could conflict with services under this Contract.

H. INDEMNIFICATION

10.0 Attorney shall obtain, maintain in full force and effect at all times while performing services hereunder, and demonstrate proof of insurance with the limits of One Million Dollars (\$1,000,000) per occurrence regarding Attorney liability for professional malpractice, which policy shall name County as an additional insured. The parties agree that this Contract does not create the relationship of attorney and client between Attorney and County. Attorney agrees to defend, indemnify and hold harmless County, its agents, servants, officers, and employees, against any and all costs, attorney's fees, expenses and all loss and liability which County may incur by reason of any suit, action, claim or proceeding, whether meritorious or otherwise, occasioned wholly or in part by any act or omission of Attorney, his associates, law partners, or employees, as required herein, in

the performance of legal services hereunder, or by reason of breach of this Agreement by Attorney.

10.1 Attorney shall obtain and maintain in effect during the term of this Contract Public Liability and Property Damage Insurance in the amount of \$1,000,000 per occurrence. Certificates of such insurance, naming the County as an additional insured shall be filed with the County's Risk Manager within thirty (30) days of the execution of this Contract.

I. INDEPENDENT CONTRACTOR

11.0 For all purposes arising under this Agreement, Attorney shall be an independent contractor as provided by law; and Attorney and each and every employee, agent, servant, partner, shareholder, contractor and subcontractor of Attorney shall not be, for any purpose of this Agreement, an employee of the County. Furthermore, this Agreement shall not under any circumstances be construed or considered to be a joint venture or a joint powers agreement as described in Government Code section 6000 et seq., or otherwise. As an independent contractor, the following shall apply under this agreement:

a) Attorney shall determine the method, details and means of performing the services to be provided by Attorney as described in this agreement.

b) Attorney shall be responsible to County for the requirements and results specified by this Agreement and shall not be subject to County's control with respect to the means, method, physical actions or activities of Attorney in fulfillment of the requirements of this Agreement.

c) Attorney is not, and shall not be, entitled to receive from, or through County, and County shall not provide, or be obligated to provide Attorney with Workers Compensation coverage, unemployment insurance coverage or any other type of employment or worker insurance or benefit coverage required by any federal, state or local law or regulation for, or normally afforded to, any employee of County.

d) Attorney shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of Attorney, any tax or money relating to Social Security Old Age Pension Program, Social Security Disability program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of County.

e) Attorney shall not be entitled to participate in, or receive any benefit from, or make any claim against, any County fringe benefit program, including, but not limited to, County's pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program, plan or coverage designated for, provided to, or offered to County's employees.

f) County shall not withhold or pay, on behalf of Attorney, any federal, state or local tax including, but not limited to, any personal income tax, owed by Attorney.

g) Attorney, at all times for the duration of this Agreement, shall represent and conduct himself as an independent contractor and not as an employee of County.

h) Attorney shall not have the authority, express or implied, to act on behalf of, bind or obligate County or any County department, County agent or County employee in any way without the written consent of the County.

J. CONTINUATION OF REPRESENTATION

12.0 Attorney shall carry to conclusion all matters pending at the expiration or termination of this Contract as to which the Court refuses to relieve the Attorney, or his staff of representation. Compensation for such continued services shall be set by the Judge in accordance with Penal Code section 987.3. As to all other cases then pending and for which the Court is willing to authorize a substitution of counsel for any new attorney providing First Conflict Attorney Services, Attorney shall be relieved of his obligation to provide further representation at the expiration of this Agreement. At such expiration, Attorney agrees to assign all existing open and closed cases, files, and records to the successor First Conflict Attorney.

K. TERMS AND TERMINATION

13.0 This Contract shall take effect November 1, 2011 and shall continue until October 31, 2014. This Contract cannot be terminated at any time prior to its termination date except by mutual consent or by the breach of either party. Such breach by Attorney for termination by County shall include, but shall not be limited to: the breach of any covenant; the refusal of the Courts to appoint Attorney or one of his associates to any case covered by this Contract for any reason other than a conflict of interest; the loss or suspension of the ability to practice law in this state for any reason. Such breach by County for termination by Attorney shall include, but shall not be limited to, failure of County to timely provide payment. Further, either party may terminate this Contract upon two months (60 days) written notice to the other party.

13.1 Attorney shall have an option to renew the Contract for a term equal to the original term. Attorney shall inform the County of Attorney's desire to renew the

Contract for the option period by notifying the Board of Supervisors in writing before the end of January of the year of the termination of Contract.

13.2 The parties understand and agree that during the term of this Contract, County may solicit proposals for the provision of First Conflict Attorney Services to continue at the conclusion of this Agreement.

L. ENTIRE AGREEMENT AND AMENDMENT

14.0 This Contract contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto. Any contract currently in existence between the parties is hereby terminated and applicable notice provisions, if any, are waived. No addition or alteration of the terms of this Contract, whether written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment of this Contract and formally approved by the parties by a document equal in dignity to the execution hereof.

M. ASSIGNMENT

15.0 This Contract and the rights and duties hereunder shall not be assigned by Attorney, either in whole or in part, except as expressly provided herein without the prior express written consent of County.

N. NOTICE

16.0 Any notice required to be given hereunder shall be deemed given when deposited in the United States mail, postage fully prepaid, and addressed as follows:

COUNTY: County Administrator
915 8th Street, Suite 115
Marysville, CA 95901

ATTORNEY: Christopher Carlos
500 Olive Street
Marysville, CA 95901

O. STANDARDS OF REPRESENTATION

17.0 Attorney shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. Federal and State Constitutions require provision of competent counsel in criminal cases. In California, the test for determining competency of counsel in criminal cases is that of a “reasonably competent attorney acting as a diligent, conscientious advocate.” (*People v. Pope* (1979) 23 Cal 3d 412). Attorney agrees to provide competent legal services in conformity with the above standard. Specifically, the following duties and responsibilities of counsel as set forth in prior Court decisions and professional standards will be observed:

“Duty of careful, factual and legal investigation.” See *People v. Ibarra* (1963) 60 Cal 2d 460; *In re Saunders* (1970) 2 Cal 2d 1033; *ABA Standards on the Defense Function* (“ABA Standards”), section 4.1. Duty to take prompt action to protect a client’s legal rights. See ABA Standards, section 3.6(a). Duty to keep client informed. See ABA Standards, section 3.8. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. See ABA Standards, section 7.2(a) and (b). Duty to know and explore sentencing alternatives. See ABA Standards, section 8.1(b). Duty to Advise concerning appeals. See ABA Standards,

section 8.2(a). Duty not to accept more cases than can be competently handled. See Martin v. State Bar (1978) 20 Cal 3d 717. Duty to not handle a legal matter which attorney knows or should know that he/she is not competent to handle. See ABA, Code of Professional Responsibility, Canon 6, Disciplinary Rule 6-101(a). Duty to maintain client confidence and secrets.

P. INTERPRETATION OF AGREEMENT

18.0 No inference in the interpretation or construction of this Contract is to be drawn or given because of the fact that it has been drafted by County. Each party agrees and represents that this Contract resulted from an equal bargaining position and that it reflects the entire understanding and agreement between the parties on those matters to which it relates.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first above shown.

ATTEST

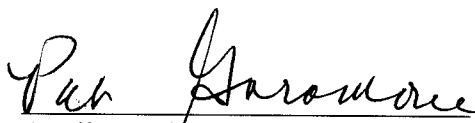
COUNTY OF YUBA

Donna Stottlemeyer,
Clerk of the Board of Supervisors

Roger Abe, Chairman
Board of Supervisors

APPROVED AS TO FORM

ATTORNEY



Angil Morris-Jones
County Counsel

Christopher Carlos

**YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT**

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

DATE: October 18, 2011
TO: Board of Supervisors
FROM: Martha Wilson, Human Resources Director
Doug McCoy, Administrative Services Director



RECOMMENDATION

Approve the recommendation to increase the salary for Information Technology Security Officer due to recruitment issues. Adopt a resolution amending the Classification System – Basic Salary / Hourly Schedule as it relates to the Administrative Services Department, effective October 1, 2011.

BACKGROUND

The Administrative Services Department created an Information Technology Security Officer position as part of the recent budget cycle to manage County security in compliance with HIPAA and other legislative mandates. This is a critical function for the County.

DISCUSSION

Initial recruitment efforts for the Information Technology Security Officer resulted in an overly small applicant pool with reduced qualifications which were unable to meet the needs of the department. In response, Human Resources revisited the salary comparisons and performed an in-depth industry analysis of compensation and workforce availability. It is apparent that the available workforce with the necessary skills and qualifications is very small and in high-demand in both private and public sectors.

The County is required to provide a secure technological infrastructure in order to remain in compliance with Federal and State law. This is an essential position in the County to reduce liability exposure by providing protection from denial of service, viruses and other technological attacks and breaches that could reduce productivity and efficiency of County operations. Based on this information we believe it is in the best interest of the county and its residents to increase the base salary of the Information Technology Security Officer to entice a larger applicant pool of qualified applicants.

FISCAL IMPACT

The cost of the position will be shared by the Health and Human Services Department and Administrative Services through current approved budget processing.

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

IN RE:

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM – BASIC SALARY
SCHEDULE

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary Schedule is amended as follows effective **October 1, 2011**,

DELETE:

Code	Classification	Unit	Base A	OT Code	WC Code
ITSO	Information Technology Security Officer	8	6,741	07	8810.1

ADD:

Code	Classification	Unit	Base A	OT Code	WC Code
ITSO	Information Technology Security Officer	8	7,812	07	8810.1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California,
on the _____ day of _____, 2011 by the following votes:

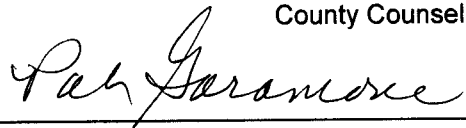
AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

**YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT**

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

TO: Board of Supervisors
FROM: Martha Wilson, Human Resources Director
Robert Bendorf, County Administrator
RE: Retirement Incentive Program
DATE: October 18, 2011



RECOMMENDATION

Staff recommends that the Board of Supervisors consider the preliminary results regarding the retirement incentive program for Fiscal Year 2011-2012 and take action as appropriate.

BACKGROUND

An early retirement incentive has been offered in each the past two fiscal years in order for the County to yield significant salary savings for the General Fund. Twenty employees accepted the retirement incentive in 2009 and twelve employees in 2010.

With the intent to achieve potential additional savings, on August 9, 2011, the Board of Supervisors approved staff's recommendation to pursue interest among employees for a retirement incentive to be offered in Fiscal Year 2011-2012.

DISCUSSION

Retirement eligible employees were sent a survey so staff could determine interest in a retirement incentive program. Preliminary results yielded significant interest.

Prior to returning to the Board of Supervisors, staff followed up personally with most of the employees who indicated they would have an interest in the program (some calls or emails were not returned). Follow-up discussions with those who replied to the survey indicated participation in the incentive program would be very limited.

Based on these results, it appears the incentive program would not generate the savings, particularly to the General Fund, required to justify the costs of the program.

FISCAL IMPACT

None

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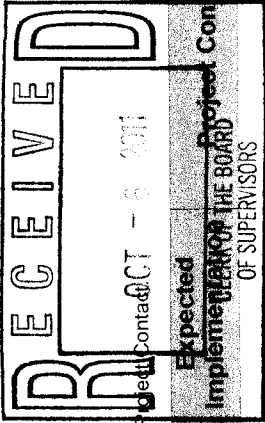
Schedule of Proposed Action (SOPA)

10/01/2011 to 12/31/2011

Plumas National Forest

461-11

This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation Date	Project Contact
Projects Occurring Nationwide					
Gypsy Moth Management in the United States: A Cooperative Approach EIS	- Vegetation management (other than forest products)	In Progress: DEIS NOA in Federal Register 09/19/2008 Est. FEIS NOA in Federal Register 12/2011	Expected: 01/2012	01/2012	Noel Schneeberger 610-557-4121 nschneeberger@fs.fed.us
	Description: The USDA Forest Service and Animal and Plant Health Inspection Service are analyzing a range of strategies for controlling gypsy moth damage to forests and trees in the United States.				
	Web Link: http://www.na.fs.fed.us/wv/eis/				
	Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide.				
Land Management Planning Rule EIS	- Regulations, Directives, Orders	In Progress: DEIS NOA in Federal Register 02/25/2011 Est. FEIS NOA in Federal Register 11/2011	Expected: 12/2011	12/2011	Larry Hayden 202-205-1559 lhayden@fs.fed.us
	Description: The Department of Agriculture proposes to promulgate a new planning rule, which will set out the process for development, revision, and amendment of National Forest System land management plans.				
	Web Link: http://www.fs.usda.gov/planningrule				
	Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Agency-wide Rule.				
Nationwide Aerial Application of Fire Retardant on National Forest System Lands. EIS	- Regulations, Directives, Orders	In Progress: NOI in Federal Register 08/27/2010 Est. DEIS NOA in Federal Register 05/2011	Expected: 12/2011	01/2012	Glen Stein 208-869-5405 gstein@fs.fed.us
	Description: The Forest Service will prepare a programmatic environmental impact statement for the continued nationwide aerial application of fire retardant on National Forest System lands.				
	Web Link: http://www.fs.fed.us/fire/retardant/index.html				
	Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide.				

BOS CORRESPONDENCE

A

10/01/2011 04:36 am M/T

Page 1 of 22

Plumas National Forest

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Projects Occurring in more than one Region (excluding Nationwide)					
Sierra Nevada Forest Plan Amendment (SNFPA) EIS	- Land management planning	On Hold	N/A	N/A	Donald Yasuda 916-640-1168 dyasuda@fs.fed.us
Description: Prepare a narrowly focused analysis to comply with two orders issued by the Eastern District Court of California on November 4, 2009. Correct the 2004 SNFPA Final SEIS to address range of alternatives and analytical consistency issues. Web Link: http://www.fs.fed.us/r5/snfpa/2010seis Location: UNIT - Eldorado National Forest All Units, Lassen National Forest All Units, Modoc National Forest All Units, Sequoia National Forest All Units, Tahoe National Forest All Units, Lake Tahoe Basin Mgt Unit, Carson Ranger District, Bridgeport Ranger District, Plumas National Forest All Units, Sierra National Forest All Units, Stanislaus National Forest All Units, Inyo National Forest All Units. STATE - California, Nevada. COUNTY - Alpine, Amador, Butte, Calaveras, El Dorado, Fresno, Inyo, Kern, Lassen, Madera, Mariposa, Modoc, Mono, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Tulare, Tuolumne, Yuba, Douglas, Esmeralda, Mineral. LEGAL - Along the Sierra Nevada Range, from the Oregon/California border south to Lake Isabella as well as lands in western Nevada. Sierra Nevada National Forests.					

R5 - Pacific Southwest Region, Occurring in more than one Forest (excluding Regionwide)					
Mammoth Mountain Base Area Land Exchange EA	- Land ownership management	In Progress: Scoping Start 09/13/2011 Est. 215 Comment Period Legal Notice 01/2012	Expected:04/2012	06/2012	Sheila Irons 760-924-5534 sirons@fs.fed.us
Description: Exchange of approximately 21 acres of National Forest System land, currently under special use authorization to Mammoth Mountain Ski Area, located near the Main Lodge north of Highway 203. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=30428 Location: UNIT - Mammoth Ranger District, White Mountain Ranger District, Mount Whitney Ranger District, Mt. Hough Ranger District, Mi-Wok Ranger District, Amador Ranger District. STATE - California. COUNTY - Alpine, Inyo, Mono, Plumas, Tuolumne. LEGAL - Land to be exchanged is located in T.3S, R. 27E., Sec 30, MDM. Proposal includes the acquisition of non-federal parcels to the Eldorado, Inyo, Plumas, and Stanislaus National Forests. Main Lodge, Mammoth Mountain Ski Area.					

Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)					
					R5 - Pacific Southwest Region

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)					
California Department of Water Resources - new permit for existing water monitoring sites CE	- Special use management Description: Continued use and maintenance of 20 existing facilities and accessory structures needed to gather data on rainfall and snow depth forest wide, with dedicated winter use helispots. Current permit terminates 12/31/2010. Location: UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Butte, Plumas, Sierra. 20 locations Forest Wide.	In Progress: Scoping Start 03/02/2010	Expected:09/2011	10/2011	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
PSREC Mid-Mile Fiber Project CE	- Special use management Description: The Plumas National Forest Proposes to issue a special use permit to Plumas Sierra Rural Electric to install, maintain, and operate 13 miles of fiberoptic cable to be attached to overhead poles within in existing powerline right away. Location: UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Plumas. LEGAL - Sections of T22N R11E, T22N R12E, T23N R13E, T23N R14E, T23N R15E, T23N R16E, T24N R09E, T24N R10E, T24N R11E, T24N R14E, T25N R10E, T25N R14E, T26N R14E, T27N R14E, T27N R15E, T26N R13E. The portion of the project that includes the Plumas National Forest would extend from Portola to Quincy, in Plumas County, California.	In Progress: Scoping Start 03/02/2011	Expected:10/2011	10/2011	Dana Walsh 530-836-7141 danawalsh@fs.fed.us

Plumas National Forest, Occurring in more than one District (excluding Forestwide)					
R5 - Pacific Southwest Region					
Veg Management Program for 14 PG&E Transmission line ROWs EA	- Special use management Description: PG&E proposes to perform vegetation management practices in the right of way of 14 transmission lines in order to reduce the risk of fire and maintain a high standard of reliability. Activities include brush cutting, thinning, and herbicide. Location: UNIT - Mt. Hough Ranger District, Feather River Ranger District. STATE - California. COUNTY - Plumas. Located on the Plumas National Forest within 14 different transmission power lines.	Developing Proposal Est. Scoping Start 10/2011	Expected:12/2011	12/2011	David Wood 530-283-7772 dcwood@fs.fed.us

Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region			
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Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Big Hill Project EA	Beckwourth Ranger District (excluding Projects occurring in more than one District) - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management - Road management Description: Strategically place DFPZ and WUI treatments to modify fire behavior and improve forest resilience. Activities include mechanical thinning, hand thinning, piling, mastication, group selection, prescribed burning, and associated transportation planning Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Sec 11-15, 22-26, 36 T23N R10E; Sec 1-11 T22N R11E; Sec 1-24, 27-34, 36 T23N R11E; Sec 26, 34-36 T24N R11E; Sec 6-7, 18-19, 30-32 T23N R12E; Sec 5-9 T22N R12E. The project area is located northwest of the town of Graeagle in the vicinity of Eureka Ridge and in the vicinity of the Cromberg and Sloat Communities.	In Progress: Scoping Start 05/18/2011 Est. Objection Period Legal Notice 05/2012	Expected: 06/2012	06/2013	R5 - Pacific Southwest Region Kyla Sabo 530-836-7157 kylasabo@fs.fed.us
Cow Creek, Jenkins and Big Grizzly Creek Enclosures CE	- Watershed management Description: The Beckwourth RD, Watershed Department, proposes to install livestock fence enclosures along newly restored areas and connected stream and meadow systems in order to protect these sensitive areas from grazing effects. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R13E, Section 19, 29 and 34. Lake Davis.	In Progress: Scoping Start 11/15/2010 Est. 215 Comment Period Legal Notice 07/2012	Expected: 08/2012	09/2012	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
Frenchman WC Aspen Hand Thin Project CE	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products) Description: Over the next several years Frenchman Work Center will conduct project work within aspen stands. Conifer trees less than 11 inches dbh will be hand thinned within aspen stands and within 50 feet of the stands. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N, R 16E, Sec: 32, T 25N, R 15E, Sec: 2, 10-11, 14-15, 17, 20-23, 27. Located northwest of Frenchman Lake in the Dixie State Game Refuge and between the Frenchman Work Center and Cottonwood Spring Campground.	Developing Proposal Est. Scoping Start 07/2010	Expected: 09/2010	06/2011	Russell Nickerson 530-836-2575 rnickerson@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Goat Grazing Tall Whitetop CE	- Wildlife, Fish, Rare plants Description: The Beckwourth Ranger District proposes to use goats to treat the infestation of the noxious weed, tall whitetop (Lepidium latifolium) in the Ramelli Ranch allotment. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The legal description of the area is: T23N, R14E Sec. 26, 27, 28, and 29. It is comprised of the river corridor on both sides of County Road A-23, south of State Highway 70, and north of the railroad.	Developing Proposal Est. Scoping Start 03/2009	Expected: 04/2009	R5 - Pacific Southwest Region 06/2009	Michael Friend 530-836-7167 mjfriend@fs.fed.us
Gold Lake Campground Toilets 3 & 4 CE	- Recreation management Description: Install two new vault toilets at Gold Lake Campground. These toilets would replace the portable toilets that are now being used. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N R12E Section 17. Gold Lake Campground.	Completed	Actual: 08/30/2011	09/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
Gold Lake Toilet#3 CE *NEW LISTING*	- Recreation management Description: Installation of SST Toilet Building in the Gold Lake Campground Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N, R11E - Gold Lake Campground. Gold Lake Campground.	Developing Proposal Est. Scoping Start 09/2011	Expected: 10/2011	08/2012	Pandora Valle 530-836-2575 pvalle@fs.fed.us
Grigsby Camp Site Prep 2011 and Reforestation 2012 CE	- Vegetation management (other than forest products) Description: Release for growth and reforestation Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N R15E Sections 29, 31, 32. Beckwourth Ranger District, Plumas County, CA near Frenchman Lake.	In Progress: Scoping Start 06/29/2011	Expected: 07/2011	07/2011	Dani Swantic 530-836-7142 dswantic@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Grizzly Valley, Grizzly Valley Community, and Humbug Allotments EA	Beckwourth Ranger District (excluding Projects occurring in more than one District) - Grazing management	In Progress: Scoping Start 10/27/2010 Est. 215 Comment Period Legal Notice 10/2011	Expected:12/2011	12/2011	Kyla Sabo 530-836-2575 kylasabo@fs.fed.us
Description: Range Environmental Assessment Web Link: http://www.fs.fed.us/nepa/project_content.php?project=31015 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R13E, multiple sections, T 23N, R 12 E and 13E, multiple sections. Beckwourth Ranger District near Lake Davis.					
Ingalls Project EA	- Forest products - Vegetation management (other than forest products) - Fuels management	In Progress: Objection Period Legal Notice 08/10/2011	Expected:10/2011	06/2012	Kyla Sabo 530-836-2575 kylasabo@fs.fed.us
Description: Defensible Fuel Profile Zone, group selection, riparian hardwood restoration, road reconstruction, decommissioning, temporary road construction and subsequent decommissioning. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=29414 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N R 13E Sec. 3-10, 14-20, 22, 23,25, 26, T 24N R 12E Sec. 1, 2, 11-15, 21-24, T 25N R 12E Sec. 1, 12, 13, 22-27, 33-36, T 25N R 13E Sec. 2-11, 15-22, 27-34. The project area is located near Lake Davis and is approximately 5-10 miles north of the town of Portola.					
Lake Davis Kiosk Remodel EA	- Facility management	Completed	Actual: 06/29/2011	05/2012	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
Description: Remodel the existing kiosk into a sheltered picnic area. Install a new vault toilet with the Sweet Smelling Toilet Design. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R13E Section 2. Lake Davis Recreation Area, at dam.					
Lake Davis Trail phase 2 CE	- Recreation management	In Progress: Scoping Start 12/08/2010	Expected:10/2011	11/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
Description: Continue the non-motorized Lake Davis Trail around Lake Davis from just south of Lightning Tree Campground around the northwest side of the lake. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E Sections 20, 21, 2229, 32, & 33 and T23N R13E Sections 3 & 10. Lake Davis Recreation Area.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Last Chance Creek Watershed Restoration Project Phase II EA	Beckwourth Ranger District (excluding Projects occurring in more than one District) - Watershed management Description: Restore the hydrologic function of approximately 8 miles of Last Chance Creek.	Developing Proposal Est. Scoping Start 10/2011	Expected:07/2012	08/2012	R5 - Pacific Southwest Region Antonio Duenas 530-836-7156 tduenas@fs.fed.us
Meadow Restoration Monitoring and Evaluation CE	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N R13E Sections 14, 12 & 11 and T26N R14E Sections 27, 26, 23, 22, 18, 17, 16, 15, 8 & 7. Last Chance HUC 5 Watershed. - Research and Development Description: A Stanford University Graduate Student will be monitoring and evaluating the state of the hydrologic system and flows of water across the meadow landscape within meadow restoration sites on the Beckwourth Ranger District.	In Progress: Scoping Start 11/17/2010	Expected:05/2012	06/2012	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
Meadow View Campground Hand Pump CE *NEW LISTING*	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E, S4, T25N, R13E, S2, 25, 33&36, T26N R13E, S 1, 3, 10&14, T26N R14E, S 16, 17, 19, 23, 24, 29&30, and T27N R13E, S 36.. Eighty-four individual monitoring site locations throughout the Beckwourth Ranger District. - Recreation management Description: Installation of a hand pump at the Meadow View Campground	Developing Proposal Est. Scoping Start 09/2011	Expected:10/2011	06/2012	Pandora Valle 530-836-2575 pvalle@fs.fed.us
Meadowview/Rowland Restoration Project EA	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N. R16E Section 8. Meadow View Campground. - Watershed management Description: Project consists of restoring two eastside montane meadows (252 acres) and improving channel stability for 2.3 miles within the Upper Feather River Watershed on Last Chance and Rowland Creeks. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=28848 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N R16E, Section 13 and T25N R15E, Sections 7, 8, 18 & 19. Last Chance Creek and Frenchman Lake Hydrologic Unit Code (HUC) 5 Watershed.	In Progress: Scoping Start 03/17/2010 Est. 215 Comment Period Legal Notice 01/2012	Expected:02/2012	08/2012	Brendan Waterman 530-836-2575 bwaterman@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Mills Peak Trailhead Toilet CE *NEW LISTING*	Beckwourth Ranger District (excluding Projects occurring in more than one District) - Recreation management Description: Installation of an SST toilet building near Mills Peak Lookout	Developing Proposal Est. Scoping Start 09/2011	Expected:12/2011	08/2012	R5 - Pacific Southwest Region Pandora Valle 530-836-7123 pvalle@fs.fed.us
Snowmobile Tours from Chalet View Lodge CE *NEW LISTING*	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21, R12, Section 10 - below the Mills Peak Lookout. Mills Peak Lookout. - Recreation management Description: Sierra Touring Co. to lead snowmobile tours west of Lake Davis Web Link: http://www.fs.fed.us/nepa/project_content.php?project=37303 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R13E, Section 8 staggering area at Chalet View Lodge. West of Lake Davis.	Developing Proposal Est. Scoping Start 09/2011	Expected:10/2011	01/2012	Lisa Sedlacek 530-836-2575 lsedlacek@fs.fed.us
Sulphur and Barry Creek Restoration Project EA	- Watershed management Description: Project consist of restoring approximately 0.5 mile of Sulphur Creek (0.28 mile) and Barry Creek (0.24 mile). Project may also include a Timber Sale component for the removal of encroaching conifers on cottonwood stands within the project area.	Developing Proposal Est. Scoping Start 03/2012	Expected:10/2012	06/2013	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
Upper Dotta Canyon Restoration Project EA	UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E Sections 4 & 5. Lake Davis - Long Valley Hydrologic Unit Code (HUC) 5 Watershed. - Watershed management Description: Project consists of restoring an eastside montane meadow (253 acres) and improving channel stability for 2.9 miles on Red Clover Creek within Dotta Canyon. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=28849 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R14E, Sections 25, 26, & 36. Red Clover Creek Hydrologic Unit Code (HUC) 5 Watershed.	In Progress: Scoping Start 03/17/2010 Est. 215 Comment Period Legal Notice 10/2011	Expected:11/2011	07/2012	Brendan Waterman 530-836-2575 bwaterman@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Willow Creek Mining Project EA *NEW LISTING*	Beckwourth Ranger District (excluding Projects occurring in more than one District) - Minerals and Geology	In Progress: Scoping Start 08/17/2011 Est. 215 Comment Period Legal Notice 10/2011	Expected: 12/2011	R5 - Pacific Southwest Region 04/2012	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us
Description: Excavation of 7 test trenches with a backhoe to remove vein and weathered vein material for processing. Processing to recover ore deposits would occur off site. Sampling would occur over a 5 year period.					
Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R16E, Section 23. Between Willow Ranch Creek and Robinson Canyon, south of the Doyle Grade.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Bloomer and Sawmill Fire Lookout Hazard Reduction/Sight Path Clearing CE	Feather River Ranger District (excluding Projects occurring in more than one District) - Forest products - Fuels management	Developing Proposal Est. Scoping Start 09/2011	Expected: 01/2012	R5 - Pacific Southwest Region 05/2012	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
Description: The intent of these projects is to clear a site path to reestablish view path from the lookouts to communities, and individual homes at risk, and high hazard/risk areas that have been obscured by tree growth since the lookouts were established.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Bloomer Lookout- T. 21N R. 5E, Section 30. Sawmill Peak Lookout- T. 23N R. 4E, Section 32. Bloomer Lookout, in Butte County, near Berry Creek off Rd 21N39 (50 acres NW of tower.) Sawmill Peak Lookout, in Butte County, near Magalia (20 acres East of tower).					
Burnt Bridge/Cottage Creek Blackoak Enhancement CE	- Wildlife, Fish, Rare plants	On Hold	N/A	N/A	Cindy Roberts 530-532-7467 ckroberts@fs.fed.us
Description: Thin out small size conifers, less than 10 inch diameter, within a blackoak habitat area.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Yuba. LEGAL - T19N R7E Sections 15 and 26. Dobbins watershed, near Challenge., CA.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Butte County Communications, Bloomer Hill Communication Site Electric Utility Extension CE *NEW LISTING*	- Special use management - Facility management Description: Dig a trench 24" wide and 200' long, and install electrical service from the electrical point of connection to a new electrical equipment building on the Butte County Communications site, located within the Bloomer Hill communications site. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=37031 Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T21N, R5E, Sec. 30., Bloomer Hill Communications Site, Bloomer Hill, Butte county, Ca.	Developing Proposal Est. Scoping Start 10/2011	Expected: 10/2011	04/2012	R5 - Pacific Southwest Region Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
California Department of Water Resources - Amend permit to install a streamgauge at 2nd location CE	- Special use management Description: CA DWR proposes to install a streamgauge station at the PG&E Miocene Dam near Magalia.	Developing Proposal Est. Scoping Start 07/2011	Expected: 07/2011	09/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
Concow Hazardous Fuels Reduction Project EIS	- Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management Description: Reduce hazardous fuels and restore ecosystems affected by high-intensity wildfire near Paradise, Magalia, Yankee Hill, and Concow. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=10083 Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Townships 22, 23, and 24 north and Ranges 3, 4, 5, and 6 east. The Concow Project Area is bounded by the No. Fork of the Feather River on the east and Little Butte Creek on the west, in the Wildland Urban Interface near Paradise, Magalia, Pulga, and Concow, CA.	Completed	Actual: 07/01/2011	08/2011	Carol Spinos 530-534-6500 cspinos@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Grass Flat Hazardous Fuels Reduction and Forest Health Restoration Project EA	<ul style="list-style-type: none"> - Recreation management - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management 	Developing Proposal Est. Scoping Start 11/2011	Expected:03/2012	06/2012	Judy Welles 530-532-7450 jwelles@fs.fed.us
	Description: Provide protection to rural communities with the construction of DFPZs surrounding the Little Grass Valley Reservoir to the N and SW. Conduct group selection to enhance forest health and implement restoration to RHCA areas.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Sections 10, 11, 15, 17-23, 26-31, 33, 34; T21N, R9E, Sections 7, 18, 19; and T21N, R8E, Sections 1, 11, 12, and 24. Project location is west and north of the community of La Porte, CA surrounding the Little Grass Valley Reservoir.				
Grizzly Summit Hazard Tree Project CE	- Forest products	On Hold	N/A	N/A	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
	Description: Hazard tree removal along Oro-Quincy Highway.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R6E, Sections 28, 21, 22, 15, 14 and 11, MDM. Seven miles southwest of Bucks Lake on Highway 162.				
Hawkeye Tunnel Mining Plan of Operation CE	- Minerals and Geology	In Progress: Scoping Start 11/25/2009	Expected:01/2011	06/2011	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	Description: Underground mining operation, gravel washing and incidental occupancy for purpose of minerals extraction.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N, R9E, Sec. 5, off Sierra County 690 Rd. Howland Flat, Sierra County.				
Howland Flat Reforestation CE	- Vegetation management (other than forest products)	Cancelled	N/A	N/A	Errol Solomon 530-532-7413 esolomon@fs.fed.us
	Description: The Feather River Ranger District (PNF) is proposing to reforest and release 30 acres of high mortality (burned) areas within the Howland Flat fire boundary over the next 5 years.				
	Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R9E S12. Adjacent to the Howland Flat Cemetery and the La Porte community.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Know Nothing Roadside Timber Sale CE	Feather River Ranger District (excluding Projects occurring in more than one District) - Forest products - Road management Description: Removal of hazard trees along approximately 4 miles of forest roads 20N24, 22N24, and 21N16 in the vicinity of Sly Creek Res (roads are near Know Nothing Creek). (R. 7 & 8 E., T. 20N) Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - All or portions of Sections 4, 5, 7, 8, & 18 T. 20 N. R. 8 E. and Sections 1, 2, & 12 T. 20 N., R. 7 E. MDM. Near Strawberry Valley CA, in Butte County along approximately 4 miles of forest roads 20N24, 22N24, and 21N16 in the vicinity of Sly Creek Res. (R. 7 & 8 E., T. 20N).	On Hold	N/A	N/A	R5 - Pacific Southwest Region Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
La Porte-Quincy Hazard Tree CE	- Forest products - Fuels management - Road management Description: Tree mortality is occurring along La Porte Quincy Highway from the intersection with FS Road 514 to the intersection with 23N60Y. The unit includes areas in T. 21N, R9E, Secs. 2, 3, 10, and T. 22N, R9E., Secs. 5, 8, 17, 18, 19, 25, 30, 32, 35, 36 Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T. 21N, R9E, Sections 2, 3, and 10, and T. 22N, R9E., Sections 5, 8, 17, 18, 19, 25, 30, 32, 35, 36. MDM. La Porte-Quincy Hwy in Plumas County near La-Porte, along approx 6 miles, from intersection with FS Road 514 to the intersection with 23N60Y Rd.	Developing Proposal Est. Scoping Start 03/2011	Expected: 01/2012	06/2012	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
Milsap Bar Campground Rehabilitation CE	- Recreation management Description: The project consists of maintenance, rehabilitation, modernization and resource protection within the footprint of an existing developed campground. Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. T21N, R6E, Sec. 2, on the Middle Fork Feather River at 22N62 Road, within the footprint of the Milsap Bar campground.	Cancelled	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest On Top Hazardous Fuels Reduction Project EIS	Feather River Ranger District (excluding Projects occurring in more than one District) - Vegetation management (other than forest products) - Fuels management Description: This project proposes to reduce the risk from wildfires to rural communities and forest resources, improve forest health and contribute to the economic stability of rural communities near Bucks Lakes and surrounding areas. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=31263 Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas. LEGAL - T22N, R6E, S1-2, 11. T22N, R8E, S5-6. T23N, R6E, S2-3, 10-15, 19-23, 26-30, 33-36. T23N, R7E, S7, 10, 12-16, 18, 21-25, 36. T23N, R8E, S18-20, 29-35. Bucks Lake area from Soapstone Hill on the west, to Mt. Ararat on the east.	In Progress: NOI in Federal Register 02/22/2011 Est. DEIS NOA in Federal Register 11/2011	Expected:04/2012	05/2012	R5 - Pacific Southwest Region Carol Spinos 530-534-6500 cspinos@fs.fed.us
Pacific Gas and Electric Company - 12 KV power line extension CE	- Special use management	On Hold	N/A	N/A	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	Description: Extension of an existing 12 KV power line in the Concow area along the Rim Road (FS Road 23N06). The proposed line extension is approximately 1900' with approximately 875' on National Forest System lands. Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SW 1/4 Section 12, T22N, R4E. Along the Rim Road in the Concow area.				
Pendola Silviculture Project CE	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products) - Fuels management Description: The Feather River Ranger District (PNF) is proposing to treat a minimum of 160 acres of plantation ground within the Pendola boundary. Treatments will include: mastication, hand cutting and piling, pile burning, under burning, reforestation and release Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T18N R7E S2,11,12, 14, 15, and 26. Located near Bullards Reservoir and adjacent to the Challenge community.	On Hold	N/A	N/A	Errol Solomon 530-532-7413 esolomon@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Provost, Leonard - new permit for existing access road. CE	Feather River Ranger District (excluding Projects occurring in more than one District) - Special use management Description: Continued use and maintenance of an existing access road, approximately 150' on National Forest System lands, to private property. Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Section 34. Near Little Grass Valley Reservoir, north of La Porte, California.	Developing Proposal Est. Scoping Start 10/2011	Expected: 10/2011	11/2011	R5 - Pacific Southwest Region Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
Sugar Loaf Fuels Reduction and Ecosystem Restoration EIS	- Special area management - Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management Description: Reduce hazardous fuels around the communities of La Porte and American House through the construction of DFPZs and to reintroduce fire to the landscape. Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T22N, R10E, S19, 20, 29-32, T22N, R9E, S24, 25, 35, 36. T21N, R10E, S5-8, T21N, R9E, S1-3, 5-12, 14-22, 27-32, T21N, R8E, S24-26, 35, 36, T20N, R8E, S1, 2, 22, 27, 28, 33, 34. Adjacent to the communities of American House and La Porte within the southeast portion of the Feather River Ranger District.	Developing Proposal Est. NOI in Federal Register 10/2011	Expected: 09/2012	06/2013	Chris Christofferson 530-532-7473 cchristofferson@fs.fed.us
Sunset Lookout Hazard Reduction and Sight Path Clearing CE	- Forest products - Fuels management - Facility management Description: The intent of this project is to clear a site path to reestablish a view path from the lookout to communities, and individual homes at risk, and high hazard/risk areas that have been obscured by tree growth since the lookouts were established. Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Township 19 North Range 6b East, Northwest corner of Section 9. Sunset Hill Lookout in Butte County near Forbestown, off Forbestown Road, in T 19N. R. 6E. Section 9.	Developing Proposal Est. Scoping Start 11/2011	Expected: 11/2011	01/2012	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
The Dog Gone Outfitters Outfitter Guide Permit	- Recreation management - Special use management	Developing Proposal Est. Scoping Start 10/2011	Expected: 10/2011	11/2011	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
NEW LISTING	Description: This project is a 2 year outfitter guide permit for guided bear hunts on the Feather River Ranger District, conducted by a licensed outfitter guide. Camping will occur on the 22N34 road on NFS lands; no ATV or other off highway vehicles will be used Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas, Yuba. Use of NFS roads throughout the Feather River Ranger District.				

Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Shenandoah and Old Jura Abandoned Mine Closure	- Minerals and Geology	In Progress: Scoping Start 06/01/2011	Expected: 12/2011	06/2012	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
CE	Description: Closure of 2 mine adits at the Shenandoah Mine and 1 mine adit at the Old Jura Mine. Mine closure will provide for public safety. Bat gates and culverts will be installed as needed. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, NE 1/4 Section 19 and T25N, R7E, NE 1/4 of Section 28. Shenandoah Mine is located within the Bucks Lake Wilderness above the town of Rich Bar, Old Jura is located off NFS road 26N26A.				
ATT Passive Reflector Amendment Project	- Special use management	Completed	Actual: 06/15/2011	07/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
CE	Description: Amend the current permit to include a new location along Forest road 26N26 and an existing repeater site would be developed by installing two 35 foot poles, 6 feet apart to house microwave antennae, solar charger & panel and radio cabinet. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N R7E Section 7 and T25N R8E Section 28. Forest road 26N26 and Twelve Mile Bar.				
Antelope Lake Picnic Rehabilitation	- Recreation management	Completed	Actual: 07/21/2011	07/2012	Peggy Gustafson 530-283-7622 jschaber@fs.fed.us
CE	Description: Remove existing toilet building and install new vault toilet. Replace existing picnic tables with refurbished tables and expand to 10 picnic sites. Install barriers to allow access to picnic sites and prevent driving outside sites. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N R12E Section 23. Antelope Picnic Area, Antelope Lake.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Bucks Lake Hazardous Fuels Reduction Project EA	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management - Road management Description: This project proposes reduction of hazardous fuels, removal of hazardous trees along roads and within recreation sites, road treatments to improve watershed condition, and thinning to improve forest health. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=18963	In Progress: Scoping Start 05/04/2011 Est. Objection Period Legal Notice 04/2012	Expected: 08/2012	09/2012	R5 - Pacific Southwest Region Michelle Coppoletta 530-285-7668 mcoppoletta@fs.fed.us
Bucks Lake Lodge Reconstruction Project EA	- Recreation management Description: Reconstruction of the main building of the Bucks Lake Lodge which burned in Jan 2010. The lodge would consist of a restaurant, bar and store approximately 3000 square feet in size. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=34836	Completed	Actual: 08/09/2011	10/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
Cattle Springs MYLF Project CE	UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R7E, Section 3, MDBM. Bucks Lake along the Oroville-Quincy Highway. - Wildlife, Fish, Rare plants Description: This project will deepen two existing ponds at Cattle Springs in order to provide better overwintering habitat for first year Mountain Yellow-legged Frog tadpoles. This project will also construct a small enclosure fence around the ponds. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=34125 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 23N, R9E, Section 9. This project is located at Cattle Springs where NFS Road 23N68 terminates.	Cancelled	N/A	N/A	Gary Rotta 530-283-7687 grota@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Dark Ravine Placer Exploration Project CE	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Minerals and Geology	Completed	Actual: 07/14/2011	07/2011	R5 - Pacific Southwest Region Leslie Edlund 530-283-7650 ledlund@fs.fed.us
	Description: This mining exploration project would first using a mini excavator and highbanker to process gravel deposits in the upper portion of the claim. The next phase would use a portable trommel and backhoe to test the thicker gravel deposits. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Sections 23 & 24, MDBM. 5 miles southwest of Greenville, CA in Dark Ravine.				
Gold in Rivers #1, #2, and #3 Mining Exploration CE	- Minerals and Geology	Developing Proposal Est. Scoping Start 09/2011	Expected: 11/2011	05/2012	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us
	Description: Re-open existing drift mine. Re-timber mine entrance. Refurbish all components of mine operation including rail cart, shop and wash plant. Identify locations for drill sites and drill pads. Reopen and repair access road. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Sections 17 and 20, MDBM. Seneca, CA. Access is off the 26N32Y Road.				
Golden Wolf Placer Mining Proposal CE	- Minerals and Geology	In Progress: Scoping Start 08/31/2011	Expected: 09/2011	10/2011	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us
	Description: The claimant is proposing to sample the sub-surface material along Wolf Creek for mineral assessment. The claimant would use a backhoe to dig up to 7 test pits. Material would be processed through a portable trommel, sluice box, and concentrator. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R9E, Section 28, MDBM. Access is along County Road 202 in Greenville, CA.				
Greenhorn Creek Restoration Project EA	- Wildlife, Fish, Rare plants - Watershed management	In Progress: 215 Comment Period Legal Notice 06/08/2011	Expected: 07/2011	08/2011	Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us
	Description: A RAC project proposed to restore trout populations and bank stability to Greenhorn Creek in American Valley. Fish passage and bank stabilization improvements would be made in six locations along Greenhorn Creek. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=31639				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The project is located in Township 24N, Range 10E and Sections 21, 16, 17, 8 and 7. The project area encompasses private lands and NFS land along Greenhorn Creek in American Valley.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Hallsted Campground Rehabilitation Project CE	<p>- Recreation management</p> <p>Description: Rehabilitation of Hallsted Campground includes developing interpretive improvements, replacing the restroom, resurfacing roads & spurs, replacing the electrical distribution and water systems, and developing accessible campsites and river access.</p> <p>Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 25N, R8E, Section 22. Hallsted Campground is located approximately 18 miles from Quincy; the nearest town is Twain.</p>	<p>In Progress: Scoping Start 04/13/2011</p>	<p>Expected: 07/2011</p>	<p>11/2011</p>	<p>R5 - Pacific Southwest Region</p> <p>Erika Brenzovich 530-283-5189 ebrenzovich@fs.fed.us</p>
Keddie Ridge Hazardous Fuels Reduction Project EIS	<p>- Wildlife, Fish, Rare plants</p> <p>- Forest products</p> <p>- Vegetation management (other than forest products)</p> <p>- Fuels management</p> <p>- Watershed management</p> <p>- Road management</p> <p>Description: Construction of fuelbreaks known as Defensible Fuel Profile Zones, thinning and group selection harvests, protection and enhancement of sensitive plant and wildlife habitat, road improvements, and noxious weed treatments.</p> <p>Web Link: http://www.fs.fed.us/nepa/project_content.php?project=19040</p> <p>Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Keddie Project is 103,329 acres. Please see "Other Project Information" for the "Legal Land Description". Keddie Project is within the vicinity of Keddie Ridge, Round Valley Reservoir, and Mt. Jura. Communities within include Greenville, Crescent Mills, and Taylorsville, California.</p>	<p>In Progress: FEIS NOA in Federal Register 08/19/2011</p>	<p>Expected: 10/2011</p>	<p>06/2012</p>	<p>Katherine Carpenter 530-283-7619 kacarpenter@fs.fed.us</p>
Keddie Ridge Roadside and Deck Salvage Sale Project CE	<p>- Forest products</p> <p>- Vegetation management (other than forest products)</p> <p>Description: This project proposes to remove three decks on National Forest System roads 27N19 and 27N19X created during the Moonlight Fire of 2007. Additionally, this project would remove roadside hazards along nine miles of NFS roads 28N32, 27N19, and 27N19X.</p> <p>Web Link: http://www.fs.fed.us/nepa/project_content.php?project=34562</p> <p>Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R10E, Sections 17, 20, 28, and 29. The three decks lie along NFS roads 27N19X and 27N19 and the roadside hazard tree removal would occur along nine miles of NFS roads 28N32, 27N19, and 27N19X south of the Lassen County line.</p>	<p>In Progress: Scoping Start 10/14/2010</p>	<p>Expected: 07/2011</p>	<p>08/2011</p>	<p>Andrew Hart 530-283-7643 ajhart@fs.fed.us</p>

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Lost Cove Boat Launch Maintenance and Improvements CE	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Recreation management Description: Maintain existing parking area with chipseal overlay and replace substandard boat ramp with V grooved cement. Install: Two ADA parking spaces with pathway; a vault toilet; 3 picnic tables with shade structure; and 7 boat trailer parking spaces. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N R12E Section 23. Lost Cove Boat Launch, Antelope Lake.	Completed	Actual: 07/05/2011	09/2012	R5 - Pacific Southwest Region Peggy Gustafson 530-283-7622 jschaber@fs.fed.us
Meadow Valley Barracks PSW CE	- Facility management Description: Demolish the existing Teachers Assistant building and replace it with a new Region 5 standard barracks building. Install new septic system and well and electrical hookup. The construction site would be approximately .25 acres. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Section 27. U.C. Berkeley Forestry Camp, Meadow Valley.	On Hold	N/A	N/A	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
Mt. Hough Deer Habitat Improvement Burn CE	- Wildlife, Fish, Rare plants Description: This project is proposed to set back the successional growth of existing 45+ year old shrubland habitat to allow for improved forage quality and foraging access for mule deer by broadcast burning 730 acres between Tollgate Creek and Gilson Creek. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=35174 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, Sections 20, 21, 28, and 29. The proposed action would occur between Tollgate Creek and Gilson Creek on the west side of Mt. Hough, near Quincy, CA.	In Progress: Scoping Start 02/28/2011	Expected: 07/2011	03/2012	Gary Rotta 530-283-7687 grota@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Rattlesnake Hill Timber Sale CE	- Vegetation management (other than forest products) - Special use management Description: This project is proposed to sell trees felled and left in place by CA Department of Water Resources near the Rattlesnake Hill snow sensor site. This project would also fell and remove roadside hazard trees on NFS road 26N38 leading to the site. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=34163 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R8E, Sections 33, 35, and 35; T26N, R8E, Sections 2 and 11. Trees would be removed at the Rattlesnake Hill snow sensor site and along 4.6 miles of NFS road 26N33 from Seneca road up to the snow sensor site.	In Progress: Scoping Start 10/12/2010	Expected: 07/2011	08/2011	R5 - Pacific Southwest Region Andrew Hart 530-283-7643 ahhart@fs.fed.us
Snake Lake Campground Enhancement Project EA	- Recreation management Description: Improvements to the existing Snake Lake CG including 8 new equestrian campsites, 15 picnic tables, fire rings, grills, handicapped accessible route to the restroom, 8 horse corrals and mounting ramps, access road and spurs for new sites and thinning. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=34840 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, Section 6, MDBM. Snake Lake Campground, 4 miles northwest of Quincy, CA.	Completed	Actual: 09/23/2011	10/2011	Judy Schaber 530-836-7126 jschaber@fs.fed.us
Spanish Inquisition Mining Exploration CE *NEW LISTING*	- Minerals and Geology Description: Sampling of sub-surface material using a backhoe. Material would be processed with a highbanker. Water will be pumped from the creek or the existing pond for processing. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Sections 12 and 13. MDBM. Spanish Creek between Meadow Valley and Quincy, just below the Snake Lake bridge.	In Progress: Scoping Start 09/14/2011	Expected: 11/2011	05/2012	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us
Spanish Inquisition Placer Mining Exploration CE *NEW LISTING*	- Minerals and Geology Description: Excavation of up to 20 test trenches to sample the sub-surface materials for mineral content. Material would be processed with a highbanker using water pumped from the creek or the existing pond. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Sections 12 and 13. MDBM. Spanish Creek between Quincy and Meadow Valley, east of the Snake Lake Bridge.	In Progress: Scoping Start 09/14/2011	Expected: 11/2011	05/2012	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Taylor Made Placer Exploration CE	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Minerals and Geology Description: Plan of Operations for exploratory trenching in the Taylor Gulch area. The proposal includes excavation with a mini excavator to remove overburden. Material would be screened with a metal detector. Material will be replaced after processing. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Sections 33 & 34, MDBM. Taylor Gulch, access is through Meadow Valley to NFS Road 23N16 to NFS Road 23N16A.	Completed	Actual: 07/27/2011 07/27/2011	R5 - Pacific Southwest Region 08/2011	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us
Union Pacific Railroad, Canyon Subdivision, Culvert Replacement Project EA	- Land ownership management Description: Installing new culverts and construction of staging areas & access roads to facilitate the replacements. New culverts will be installed either in place of the existing culverts or above the existing structures (some existing culverts will be plugged) Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Butte, Plumas. LEGAL - T22N, R4E, Sec 30; T22N, R4E, Sec 22; T24N, R6E, Sec 10; T25N, R6E, Sec 35; T25N, R9E, Sec 15 MDBM. Multiple Locations in Plumas and Butte Counties.	On Hold	N/A	N/A	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
Waters 2011 Timber Stand Improvement Project CE	- Vegetation management (other than forest products) Description: The project would masticate approximately 589 acres of plantations in order to improve growth and vigor of residual trees, reduce stand brush fuel accumulations, and enhance the development of existing plantations into mature timber stands. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=34893 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R8E, Sections 1-4, 8, 10-14, 17, T23N, R9E, Sections 6, 7, 18, T24N, R8E, Section 36, T24N, R9E, Sections 31 and 32. Project units surround Third Water Creek in Meadow Valley, CA between the Big Creek drainage and Deanes Valley.	In Progress: Scoping Start 01/12/2011	Expected: 07/2011	08/2011	Linda Smith 530-283-7628 llsmith@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Wildcat/Boulder Restoration Project EA	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Watershed management	Developing Proposal Est. Scoping Start 09/2011	Expected: 07/2012	08/2012	R5 - Pacific Southwest Region Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us
Description: Stabilize stream bed, improve aquatic species passage, and reduce sediment transport rates. Web Link: http://www.fs.fed.us/nepa/project_content.php?project=32416 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R12E, Sections 2 and 15; T24N, R 13E, Section 31; T28N, R12E, Sections 21, 26, 27 and 36. Boulder Creek and Thompson Creek, north of Antelope Lake.					

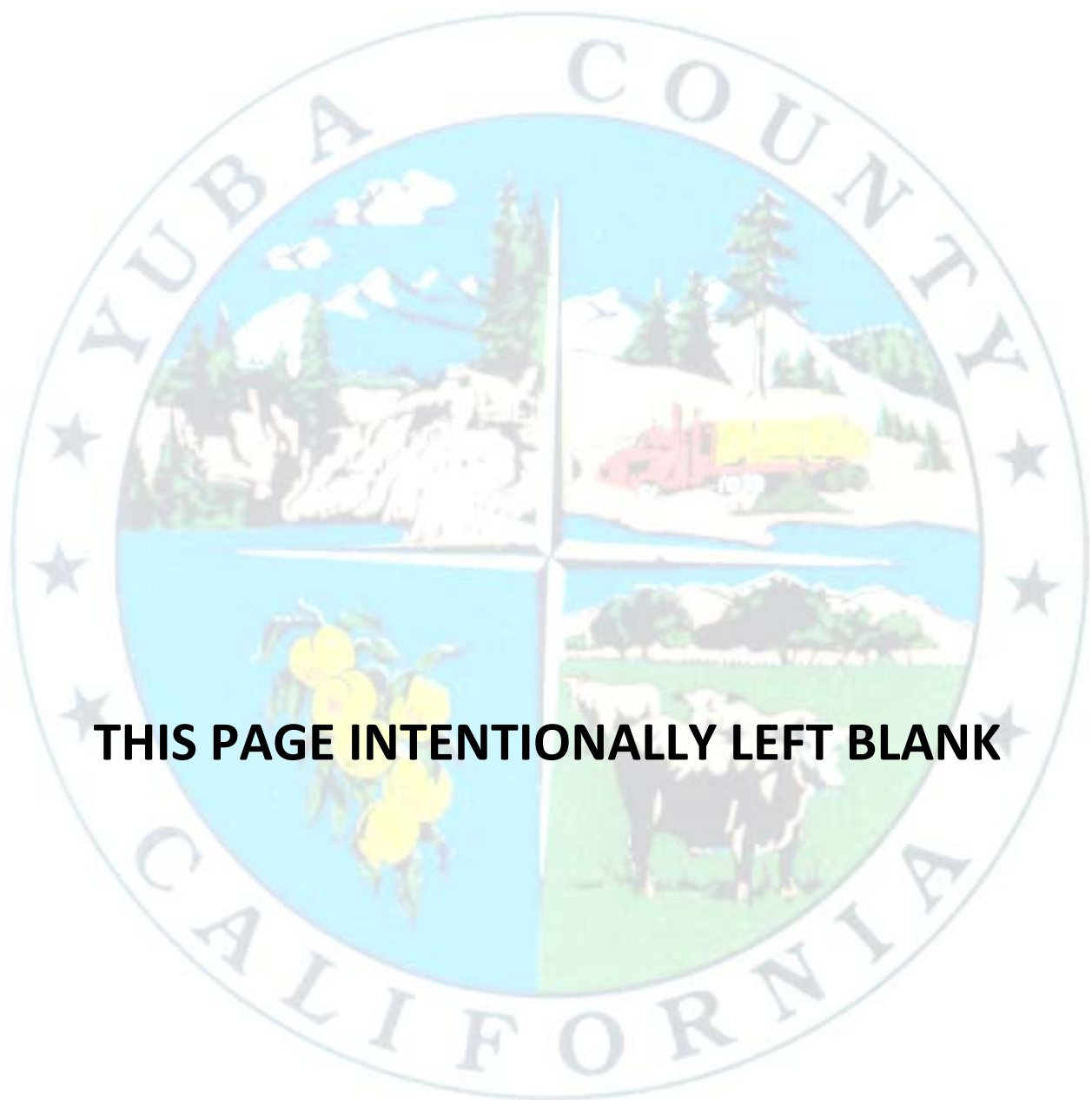
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This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.



**BOARD OF SUPERVISORS
WORKSHOP**



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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434

915 8th Street, Suite 123
Marysville, California 95901

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462-11

BUILDING
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PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Yuba County Board of Supervisors and Planning Commission

FROM: Wendy W. Hartman, Director of Planning *Wendy Hartman*

DATE: October 18, 2011

SUBJECT: JOINT WORKSHOP OF THE BOARD OF SUPERVISORS AND THE PLANNING COMMISSION TO DISCUSS THE PREPARATION OF A COMPREHENSIVE DEVELOPMENT CODE AND RESOURCE EFFICIENCY PLAN (OA2011-0001 & GEN2011-0004)

RECOMMENDATION:

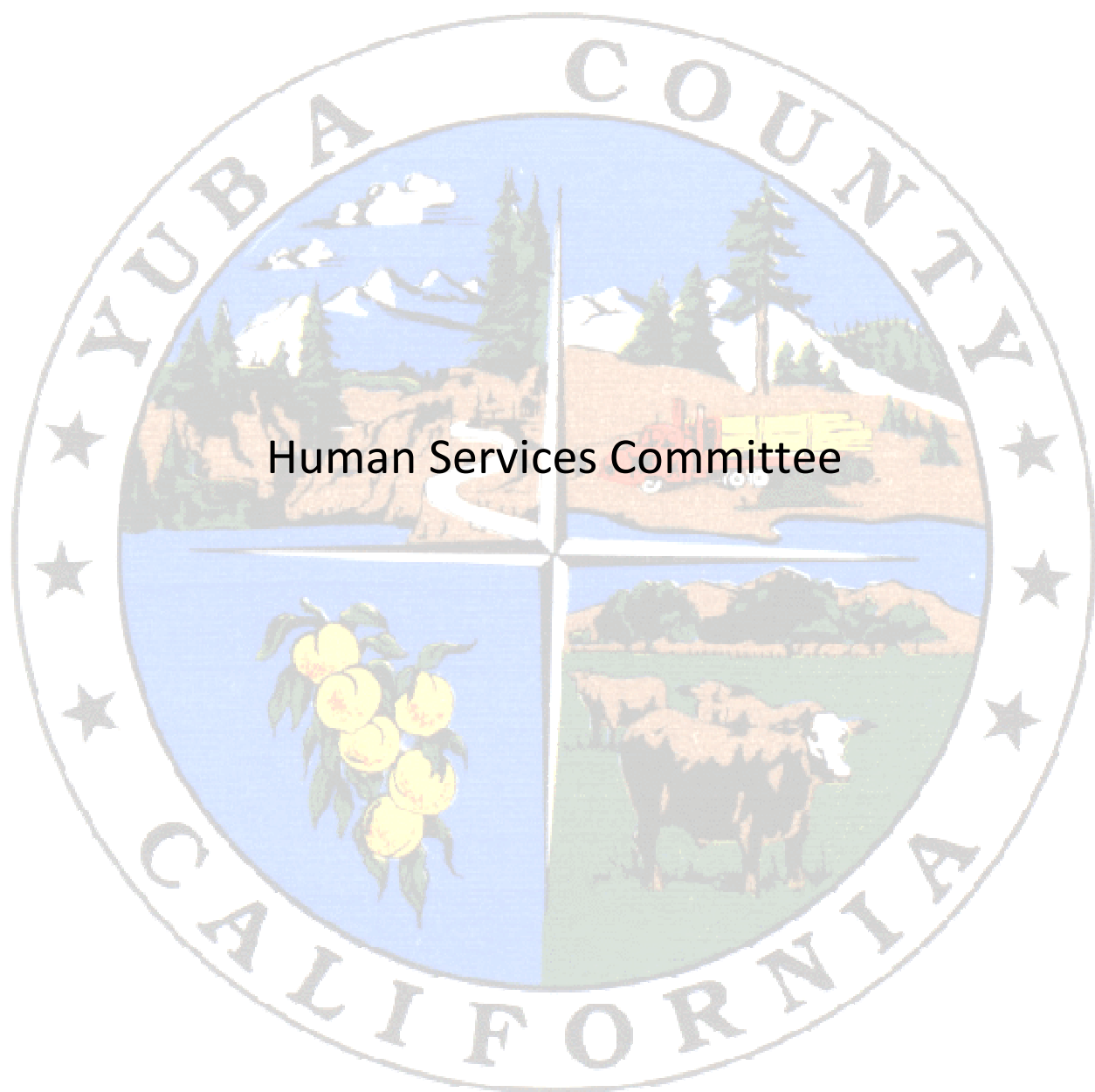
1. Receive presentation on the Development Code update and Resource Efficiency Plan
2. Provide comments and direction to consultants and County staff
3. Provide direction regarding the creation of a joint Advisory Committee for the Development Code update and Resource Efficiency Plan

BACKGROUND:

The Yuba County Community Development & Services Agency applied for and was awarded a grant from the California Strategic Growth Council for the preparation of a comprehensive Development Code update and Resource Efficiency Plan. On June 7, 2011, the Yuba County Board of Supervisors adopted the 2030 General Plan. The General Plan included several action items to implement the goals and policies of the 2030 General Plan. This grant and related projects will implement several of the goals and policies of the 2030 General Plan.

The purpose of this workshop is to inform the Board of Supervisors, Planning Commission and general public regarding the grant requirements and the major tasks involved in doing a comprehensive update of the County's development codes and the preparation of the Resource Efficiency Plan. This is also an opportunity for the Board and Commission to provide direction to County staff and the consultants that will primarily be working on these projects.

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Human Services Committee



The County of Yuba



HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 FAX: (530) 749-6281

Joseph W. Cassady, D.O.,
Health Officer
Phone: (530) 749-6366

TO: Human Services Committee
Yuba County Board of Supervisors

FROM: Suzanne Nobles, Director
Health and Human Services Department

DATE: October 18, 2011

SUBJECT: Plan and Acceptance of Funding for Fraud Investigations and Program Integrity Efforts related to the In Home Supportive Services (IHSS) Program

RECOMMENDATION: Board of Supervisors approval of the plan and acceptance of state and federal funding for Fraud Investigation and Program Integrity in the IHSS program is recommended.

BACKGROUND: The State's proposed budget for Fiscal Year 2011-2012 includes \$10 million state fund appropriation for fraud prevention, detection, referral, investigation and program integrity efforts related to the IHSS program.

DISCUSSION: Yuba County, through the Health and Human Services Department, elects to participate in the IHSS Fraud Investigation program. The plan submitted for your approval has been developed with agreement from Yuba County District Attorney Pat McGrath.

The plan describes the manner in which the available funding will be utilized through June 30, 2012, in response to any suspected IHSS fraud and how the element of any resulting investigation will be coordinated between Yuba County IHSS, the Department of Health Care Services (DHCS) Fraud Investigation Unit, and the Yuba County District Attorney. The approved plan must be submitted to California Department of Social Services (CDSS) no later than October 28, 2011.

Funding is contingent upon the state realizing projected revenues. The revenue evaluation will occur December 15, 2011. If it is determined that the conditions have been met, the funding will be implemented beginning January 2012, at which time CDSS can allocate the funding to participating counties.

FISCAL IMPACT: Combined with matching Federal and required County matching funds, the total available for this anti-fraud program is \$69,955.00 for Fiscal Year 2011-2012. There will be no impact on the County General Fund.

**YUBA COUNTY
IN-HOME SUPPORTIVE SERVICES (IHSS)
FRAUD PREVENTION PROGRAM PLAN PROPOSAL**

MUST BE COMPLETED AND SUBMITTED TO CALIFORNIA DEPARTMENT OF SOCIAL SERVICES BY
OCTOBER 28, 2011

Yuba County is requesting participation in the IHSS Fraud Prevention Program. Once the revenue trigger has been met, the completed final county plan and data will be submitted by January 15, 2012.

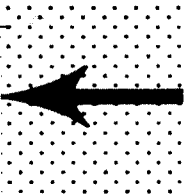
Board of Supervisors Approval

Approved on October 25, 2011, by the Yuba County Board of Supervisors:

Name of Approver: Roger Abe

Title: Chair

(signature)



Board of Supervisors

Name of Representative: Roger Abe

Title: Chair

Telephone No: (530) 749-7510

Email Address: rabe@co.yuba.ca.us

County Welfare Department

Name of Representative: Suzanne Nobles

Title: Director

Telephone No: (530) 749-6271

Email Address: snobles@co.yuba.ca.us

County District Attorney Office

Name of Representative: Pat McGrath

Title: District Attorney

Telephone No: (530) 749-7770

Email: pmcgrath@co.yuba.ca.us

YUBA COUNTY
PLAN FOR FRAUD INVESTIGATIONS AND PROGRAM INTEGRITY EFFORTS
RELATED TO THE IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM

Yuba County, through the Health and Human Services Department (HHSD), elects to participate in the IHSS Fraud Investigation and Program Integrity program and does submit this plan to the California Department of Social Services (CDSS). The plan has been approved by the Board of Supervisors and was developed in conjunction and agreement with the Yuba County District Attorney.

This plan describes the manner in which the available funding will be utilized in response to any suspected IHSS fraud, and how the elements of any resulting investigation will be coordinated between Yuba County's IHSS Program, the Department of Health Care Services (DHCS) Fraud Investigation Unit, and the Yuba County District Attorney. The three-point collaboration between the Yuba County IHSS, DHCS and Yuba County District Attorney provides a model to combat IHSS fraud and ensures the County's IHSS program integrity, as well as to demonstrate our commitment to utilize these funds productively in this fiscal year.

County's Current and Proposed Anti-Fraud Activities

Yuba County's current anti-fraud activities include:

- A. Form YCHHSD 103, Yuba County IHSS Recipient Responsibilities and Facts You Should Know About Fraud (Attachment A), is explained to all IHSS recipients and the recipient's signature is obtained.
- B. Form YCHHSD 188, Yuba County IHSS Provider Responsibilities and Facts You Should Know About Fraud (Attachment B), is explained to all IHSS providers and the provider's signature is obtained.
- C. Utilization of a more formalized fraud referral process to DHCS.
- D. Enhanced collaboration with DHCS, the District Attorney, as well as other law enforcement agencies.
- E. Detailed tracking of all overpayments and fraud investigations.
- F. Dedicated Fraud Social Worker in IHSS investigates certain suspicious activity cases before making a Fraud Referral to DHCS. Examples of suspicious activity cases include:
 - 1) IHSS provider appears on the 300 + Hour Report and lives separately from the IHSS recipient.
 - 2) Complaint from the public alleging misuse or fraud of the IHSS program and the source of the complaint is considered credible by IHSS staff.
 - 3) Paid IHSS tasks do not appear to be performed, despite claims of recipient and/or provider.
 - 4) Client/recipient appears to be exaggerating disability or need for services.
 - 5) Time sheet anomalies, such as:

- a. All hours claimed at the beginning of time period;
 - b. Provider out of the area;
 - c. Staff has information that recipient is not in his/her home when services are claimed.
- G. The Fraud Social Worker attends all Provider Orientations and discusses fraud and the consequences of committing fraud.
- H. Yuba County publicized the means to report IHSS fraud through the use of a 24-hour anti-fraud phone hot line – 866-999-9913.
- I. Advertisements in Yuba County and the local newspaper to report IHSS fraud.
- J. A brochure was developed with information on the identification and prevention of IHSS fraud. The brochure is given out at all IHSS Provider Orientations, to IHSS recipients at new assessments and reassessments, and to the public at outreach events.
- K. The Fraud Social Worker attends scheduled outreach activities and events in the community and discusses IHSS fraud to enhance public awareness of IHSS fraud.
- L. The Fraud Social Worker works closely and collaboratively with the DHCS Fraud Investigator. The DHCS Fraud Investigator meets regularly with Yuba County's Fraud and IHSS staff. Fraud investigation cases and information are discussed and shared.
- M. Ongoing collaboration and partnership is maintained with DHCS and the District Attorney. Thorough investigations and evidence are provided to the District Attorney for prosecutions.
- N. Portable DVD players were purchased in Fiscal Year 2009/2010 for the IHSS Social Workers to show IHSS recipients the Provider Orientation DVD developed by CDSS in their homes. The CDSS DVD provides valuable information on Medi-Cal and IHSS fraud and tips for avoiding fraud.
- O. Twenty six fraud referrals were investigated and overpayments in the amount of \$2,461.84 were identified between July 2010 and June 2011 due to fraud detection and prevention activities.

Proposed future fraud detection and prevention activities will continue to include the items listed above with the exception of advertisements in the local newspaper.

The Fraud Social Worker will conduct several community outreach activities each year, to inform IHSS recipients and providers of the correct parameters for receiving and providing In-Home Supportive Services. In this manner, public awareness of IHSS fraud will be enhanced. Yuba County will continue to publicize the means to report IHSS fraud through the use of a 24-hour anti-fraud phone hot line – 866-999-9113.

Quality Assurance (QA) activities are separate from the IHSS fraud activities. The QA worker completes routine scheduled QA case reviews and case home visits and verifies the receipt of services. The QA worker completes targeted reviews, third party liability, data and death matches, and error rate studies. If the QA worker identifies an overpayment this information is given to the Fraud staff, who track and maintain statistics on all overpayments and underpayments. If the QA worker discovers any suspected fraud during any of the QA review activities, the QA worker makes a Fraud Referral to our IHSS Fraud Social Worker. The QA worker does not investigate suspected IHSS fraud.

Yuba County will integrate the Fraud Prevention Program Plan into ongoing program review and outcomes management within the IHSS Program. This will involve collaborative partners that include, but are not limited to QA, APS, the Public Authority, the District Attorney, and DHCS.

Collaboration and Partnerships with District Attorney's Office

The funding provided for fraud investigations and program integrity efforts related to the IHSS program will strengthen our continuing collaboration and partnership with the Yuba County District Attorney. More formal and complete fraud referral information will be provided to the Fraud Investigator for DHCS which will result in investigations being more thorough and able to provide the evidence to the District Attorney needed for prosecution. There will continue to be close collaboration between county IHSS staff, DHCS, and the District Attorney.

Collaboration and Partnership with the California Department of Health Care Services (DHCS) and the California Department of Social Services (CDSS)

The funding provided for fraud investigations and program integrity efforts related to the IHSS program will improve collaboration and partnership with the DHCS and CDSS. There will be increased interaction and investigative support from DHCS. There will be additional training available to IHSS staff as provided by DHCS.

As the result of the improved referral process, comprehensive information will be provided to the DHCS Fraud Investigator. The investigations will be more thorough and will provide more complete evidence to the District Attorney needed for prosecution. There will be closer collaboration between county IHSS staff, DHCS, and the District Attorney.

The Fraud Social Worker will conduct several community outreach activities each year, to inform IHSS recipients and providers of the correct parameters for receiving and providing In-Home Supportive Services. In this manner, public awareness of IHSS fraud will be enhanced.

Yuba County will continue to publicize the means to report IHSS fraud through the use of a 24-hour anti-fraud phone hot line – 866-999-9113.

Yuba County will collaborate with CDSS in a manner consistent with present practice. There presently exists a very positive relationship with the CDSS QA staff and this will continue. Yuba County will comply with any requests for case or program data in a timely manner.

County Proposed Budget for Utilization of Funds

See Enclosure E, Budget Justification for Yuba County's Fraud Funding Plan for Fiscal Year 2011/2012

Fraud Referrals/Outcomes

All suspected fraud in IHSS will be recorded on Yuba County's IHSS Referral of Suspected Fraud form, forwarded to the Fraud Supervisor for review, and will include the following information, as it relates to the suspected fraud:

- A. A narrative including, but not limited to, the following:
 - 1) Name and contact information of reporting party;
 - 2) Name and contact information of the suspected abuser;
 - 3) When did the fraud occur and over what period of time;

- 4) Facts describing the nature of the suspected fraud.
- B. Supporting documents:
- 1) Copy of time cards;
 - 2) Copy of signed Fraud Form, YCHHSD 103 for IHSS recipient or YCHHSD 188 for IHSS provider;
 - 3) Copy of provider's photo ID, SSN card, and enrollment form if provider is the suspect;
 - 4) A list of every person in the recipient's household and if anyone has a criminal history, if known.
- C. The Fraud Supervisor will review the information and determine if the situation needs to be investigated further, and will refer to:
- 1) Department of Health Care Services (DHCS) – the Fraud Investigator is contacted and the Fraud Referral and all supporting documents are forwarded to DHCS for investigation.
 - 2) Adult Protective Services (APS) – Submit an elder or dependent adult abuse referral if the IHSS recipient's safety or well-being is threatened.
- D. Some reported situations may require further investigation at the County level prior to making a referral to the DHCS Fraud Investigator. This level of investigation will be completed by a Social Worker III (Fraud Social Worker) and assisted by the Fraud Supervisor. The Fraud Supervisor will maintain records and track all Fraud Referrals.
- E. Detailed excel spreadsheets are maintained that track identified overpayments. A promissory note is obtained or IHSS payroll deduction is initiated as determined necessary.
- F. IHSS Fraud investigations and identified overpayment information is shared with all IHSS staff at regular Division meetings in efforts to reduce the occurrence of overpayments.
- G. Fraud Outcomes. Yuba County will commit to tracking and reporting outcomes of its efforts to CDSS. This report will identify activities, data, and outcomes associated with the county effort to mitigate, prevent, detect, investigate and prosecute IHSS fraud as specified by CDSS.

IHSS Overpayments

The Social Worker Supervisor for QA and the Fraud staff will investigate and track any overpayments as identified by any IHSS staff. Any overpayments identified by the Quality Assurance (QA) worker will be given to the Fraud staff for further investigation and tracking. Yuba County will identify and track all categories of overpayments and will report to CDSS when requested.

Tracking/Reporting

Yuba County will track and report outcomes of its fraud investigation and prevention efforts to CDSS. Yuba County will submit data for Fiscal Year 2011-2012 in a format to be provided and specified by CDSS. Yuba County understands that prosecution data must be tracked separately from other fraud activities as prosecutions are not eligible for federal financial participation.

**YUBA COUNTY IHSS RECIPIENT RESPONSIBILITIES
AND
FACTS YOU SHOULD KNOW ABOUT FRAUD**

1. Review your most recent Notice of Action or IHSS Service Delivery Plan (hours and service needs) with your Provider so the Provider is informed as to how many hours he/she is authorized to work. This is required every time you change to a different Provider as well as every time your hours change.
2. Verify that your Provider's timesheet has been completed showing the correct hours worked under the correct days.
3. Verify that your Provider has signed his/her timesheet and sign the timesheet yourself only after it has been filled out and signed by the Provider.
4. If you have a share-of-cost, it needs to be paid directly to your Provider each month following the completion of services.
5. **Report** to your IHSS Social Worker **within Ten (10) calendar days** when any of the following changes occur:
 - You are admitted into the hospital or other care facility, go on vacation or are otherwise away from home.
 - There is a change in your condition so that you need less care or more care.
 - You start or stop receiving home delivered meals or restaurant meals.
 - Your IHSS Provider stops working for you or you hire a different Provider.
 - You move or anyone moves into or out of your home.
 - You start or stop receiving Supplemental Security Income (SSI).
 - You begin receiving the Supplemental Security (SSI) Non-Medical Out-of-Home Care (Board and Care) benefit. You are not eligible for IHSS if you are receiving this benefit payment.
 - Your income or benefits change. This includes SSI or income from any other source.
 - You receive any lump sum payment or settlement.
 - Your total personal property goes over \$2000.00 if you are single or \$3000.00 if you live with a spouse. Examples of personal property include, but are not limited to: savings, checking accounts, cash surrender value of life insurance, stocks, bonds or securities and cash on hand.
 - You inherit or acquire any real property such as a home, land or buildings.
 - You transfer, give away or sell any item of real or personal property.
6. A person may be guilty of committing fraud when he or she, with intent to defraud, presents for payment to any authorized person or officer of Yuba County any false or fraudulent claim.
7. All persons suspected of committing fraud will be referred to the California Department of Health Care Services Fraud Investigator. If evidence of fraud is found, a criminal case may be referred to the District Attorney for prosecution. A misdemeanor conviction could result in fines and/or up to one year in the County Jail. A felony conviction could result in fines and/or a State Prison sentence.

RECIPIENT AGREEMENT AND SIGNATURE:

**I have read or have had read to me the above and understand my reporting responsibilities.
I will report any changes to my IHSS Social Worker.**

Recipient Name (please print)

Recipient Signature
(or Authorized Representative)

Date

Explained in full by
County Representative

Date

**YUBA COUNTY IHSS PROVIDER RESPONSIBILITIES
AND**

Attachment B

FACTS YOU SHOULD KNOW ABOUT FRAUD

- Provide only the services and hours authorized on the Recipient's most recent Notice of Action or IHSS Service Delivery Plan. If claims are submitted for hours worked outside the services listed it could result in criminal prosecution or administrative action.
- If you are providing services for a Recipient receiving Protective Supervision services, you are responsible for assuring that the Recipient has adequate supervision at all times. Even though Protective Supervision hours do not compensate for an entire 24-hour day, the Provider is responsible to make sure the Recipient is never left unsupervised. Should this occur and the Recipient is injured as a result of being left alone, it could result in charges of criminal neglect.
- Never work in a Recipient's home when the Recipient is not present. Do not allow Recipient to give you a key to his/her home.
- Do not allow Recipient to give you his/her bankcard or give you access to his/her bank accounts.
- Report to the IHSS office any time that the Recipient is admitted into the hospital or other care facility. The Recipient is not eligible for IHSS care during the time he/she is out of his/her home.
- Report to the IHSS Social Worker any time the Recipient has a change in his/her health or service needs, goes on vacation, moves, or has anyone move into or out of his/her home.
- Always contact the Recipient if you are going to be late or unable to work.
- Always have the timesheet filled out with the hours worked before having the Recipient sign.
- It is unlawful to submit a timesheet for payment of hours which you have not actually worked.
- The timesheet needs to be signed and dated by you and the recipient after the work period has ended.
- Submit your timesheet promptly at the end of each work period.
- If the Recipient has a share-of-cost, you are responsible to collect this amount directly from the Recipient after the services to cover the share-of-cost have been provided.
- All information regarding a Recipient's name, address, phone number, health conditions and service needs are completely confidential. This information is to be used only to assist you in providing authorized services. Any other use of this information is inappropriate and illegal. Any infringement of recipient confidentiality will be grounds for dismissal.
- Confidentiality does not end even when you stop working for a Recipient or the IHSS program.
- A person may be guilty of committing fraud when he or she, with intent to defraud, presents for payment to any authorized person or officer of Yuba County any false or fraudulent claim.
- All persons suspected of committing fraud will be referred to the California Department of Health Care Services Fraud Investigator. If evidence of fraud is found, a criminal case may be referred to the District Attorney for prosecution. A misdemeanor conviction could result in fines and/or up to one year in the County Jail. A felony conviction could result in fines and/or a State Prison sentence.

PROVIDER SIGNATURE AND AGREEMENT:

I have read, understand and agree to follow the above policies. I further understand that violation of the above policies could result in termination and criminal prosecution.

Also, if I receive any type of Public Assistance, I am aware that I must report ALL IHSS earnings. This includes reporting to my CalWORKS, Food Stamps, General Assistance and Medi-Cal worker if applicable.

Provider Signature

Date

County Representative

Date

Budget Justification

Yuba County's Fraud Funding Plan for FY 2011-12

Budget Section	Total
A. Personnel Costs (includes employee benefits)	\$ 56,638
B. Operating Expenses	\$ 7,239
C. Equipment Expenses	\$
D. Travel/Per Diem and Training	\$
E. Subcontracts and Consultants	\$
F. Other Costs	\$ 1,200
G. Indirect Expenses	\$ 4,877
Total Expenses	\$ 69,954

A. Personnel Costs (including employee benefits)	Total Budget
Title: Health & Human Services Program Manager (Adults) .05 FTE	\$ 5,625

Salary Calculation: FY Salary for 10 months @ .05FTE (\$4,489)+benefits (\$1,136)

Duties Description: Oversee tracking and statistics on fraud referrals, overpayments, investigations and fraud activities; meet with IHSS Fraud staff, DHCS Fraud Investigator and District Attorney as necessary; arrange for training on fraud for IHSS staff as available; meet with SW Supervisor and review required reports and fraud prevention plans for accuracy before sending to CDSS

Title: Social Worker Supervisor (Adults) .05 FTE	\$3,658
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Salary Calculation: FY Salary for 10 months @ .05 FTE (\$3,021)+benefits (\$637)

Duties Description: Review and track fraud referrals; maintain statistics on overpayments, investigations and other fraud activities; complete required CDSS reports and plans; back up Fraud Social Worker

Title: Social Worker III (Bilingual) .48 FTE	\$ 35,752
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Salary Calculation: FY Salary for 10 months @ .48 FTE (\$23,936)+benefits (\$11,816)

Duties Description: Attend all provider orientations; discuss fraud and consequences of committing fraud; community outreach activities; investigate suspicious activity cases; make referrals to fraud unit of DHCS

Title: Accounting Assistant II .236 FTE	\$ 11,603
--	------------------

Salary Calculation: FY Salary for 10 months @ .236 FTE (\$6,964)+benefits (\$4,639)

Duties Description: Provide clerical support, compute overpayments and collections activities, maintain statistics on fraud activities

Title:	\$
---------------	-----------

Salary Calculation:

Duties Description:

Title:	\$
Salary Calculation:	
Duties Description:	
Total Personnel Costs:	\$ 56,638

B. Operating Expenses	Total Budget
Title: Operating	\$ 6,864
Description: Rent, Utilities, Security, Custodial, Household, Office Supplies, Insurance, and Communications.	
Title: 800 Hot Line	\$ 375
Description: Anti-fraud phone hot line (866-999-9113) 24 hour number and contracted answering service	
Title:	\$
Description:	
Total Operating Expenses:	\$ 7,239

C. Equipment Expenses	Total Budget
Title:	\$
Description:	
Title:	\$
Description:	
Title:	\$
Description:	
Total Equipment Expenses:	\$

D. Travel/Per Diem and Training	Total Budget
Title:	\$
Description:	
Title:	\$
Description:	

Title:	\$
Description:	
Total Travel/Per Diem and Training:	\$

E. Subcontracts and Consultants	Total Budget
Title:	\$
Description:	
Title:	\$
Description:	
Title:	\$
Description:	
Total Subcontracts and Consultants:	\$

F. Other Costs	Total Budget
Title: Advertising	\$ 1,200
Description: Brochures, Pens With Fraud 800#	
Title:	\$
Description:	
Title:	\$
Description:	
Title:	\$
Description:	
Total Other Costs:	\$ 1,200

G. Indirect Expenses	Total Budget
Title:	

Description:

Title: Indirect

\$ 4,877

Description: A-87 Outside Indirect Charges

Total Indirect Costs:

\$ 4,877

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 Fax: (530) 749-6281



464-11

**Joseph W. Cassady, D.O.,
Health Officer**
Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

FROM: *Suzanne Nobles*
Suzanne Nobles, Director
Health & Human Services Department

DATE: October 18, 2011

SUBJECT: Agreement with Yuba College for Services for the Independent Living Program (ILP)

RECOMMENDATION: Board of Supervisors approval of the Agreement between Yuba County, on behalf of its Health and Human Services Department, and Yuba Community College for services for the ILP program in the amount of \$78,713.00 for the term of July 1, 2011 through June 30, 2012 is recommended.

BACKGROUND: ILP provides services to youths in foster care between the ages of 16 years to 18 years of age and can be extended to youths up to 21 years of age who were in foster care at the time of their 18th birthday. The services, which train and assist these youths in successfully transitioning into adulthood and out of the foster care living environment, include: training in employment preparation and attainment, securing housing, money management, and instruction on computer assembly as well as use of various computer applications. Additionally, the services provide focus on increasing and supporting the self-image and self-esteem of participating youths and provides them with the opportunity to connect with activities they may not have had exposure to such as community services, the arts, and other positive avenues. Since July 2000, Yuba County has contracted with Yuba College to provide these services for ILP. This is a renewal of that Agreement.

DISCUSSION: The ILP program is designed for youths to participate in weekly training activities, which cover a wide range of areas to meet the goals of the program, as well as attend a computer camp. The activities, incentives, and training areas are developed through the collaborative efforts of foster parents with youth in ILP, Child Welfare Services staff of Sutter and Yuba Counties, Yuba Community College staff and emancipated youth who have participated in the ILP program.

FISCAL IMPACT: Approval of this Agreement with Yuba Community College for services for the ILP program will not impact County General Funds. The \$78,713.00 in costs for these services will be funded through the ILP Service allocation.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for services ("Agreement") for the Independent Living Program (ILP) is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and Yuba College ("CONTRACTOR").

The purpose of this Agreement is to set forth the respective responsibilities between both parties relative to the Independent Living Program (ILP). An ILP Allocation is provided by the State to counties to provide services to foster care youth between the ages of 16 years to 18 years old. Such services can be extended up to the age of 21 to youths who were in foster care at the time of their eighteenth birthday. The purpose of the program is to provide services that will train and assist the youth in successfully transitioning into adulthood and out of the foster care environment; such as employment preparation and skills necessary to secure a job, how to secure housing, how to develop a monthly budget which shows both expenses and income, and knowledge of local resources in their community which they may access. The ILP program is further intended to increase and support the youth's self-esteem and provide them with activities to which they may not otherwise have exposure, such as community service, the arts, and other positive venues that they may use to enhance their life while living on their own.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2011

Termination Date: June 30, 2012

The term of this Agreement shall become effective on July 1, 2011, and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C."

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Director of the Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Dr. Douglas B. Houston, Chancellor of Yuba College, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Budget
- Attachment G – Cost Justification – Weekly ILP Class Fee
- Attachment H - Invoice Format
- Attachment I - Monthly Statistical Report

9. TERMINATION. COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2011.

"COUNTY"

"CONTRACTOR"


COUNTY OF YUBA

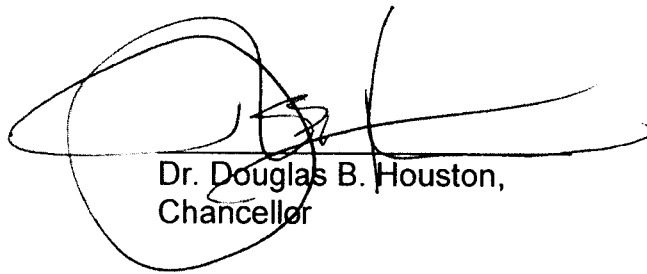
YUBA COLLEGE

_____, Chair
Yuba County Board of Supervisors


~~President~~
~~Board of Trustees~~

INSURANCE PROVISIONS
APPROVED

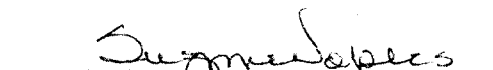

Martha K. Wilson,
Risk Manager


Dr. Douglas B. Houston,
Chancellor

APPROVED AS TO FORM:
COUNTY COUNSEL


Angil Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:


Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by both parties include the following:

A.1.1. CONTRACTOR shall:

- A. Provide weekly training to former and current foster care youths beginning between the ages of 16 and 18 and continuing up to age 21. Trainings shall be conducted in two classroom settings with ILP youths assigned on the basis of competency areas.
- B. Select, secure and schedule presenters for weekly trainings.
- C. Arrange site support, including equipment, presentation materials and refreshments as appropriate for the trainings.
- D. Select, secure and schedule activities.
- E. Develop, print, mail, and e-mail all activity announcements to the ILP youth as well as their foster parents.
- F. Register participants for the planned enrichment activities.
- G. Arrange for lodging when needed for participants and/or presenters.
- H. Purchase computer, printer, and other necessary equipment and provide two days of training on how to operate the computer and printer for fifteen (15) identified ILP youths during each fiscal year of the term of this Agreement.
- I. Provide at least two one-day retreats for selected ILP youth which includes trainings, site support, and meals.
- J. Plan, facilitate, and carry out all activities for the ILP program. Additionally, CONTRACTOR shall identify new and emerging activities, ideas, and issues surrounding the youth in regards to the ILP program which would benefit the youth and strengthen their resources.
- K. CONTRACTOR shall meet and confer on a monthly basis with YCHHSD staff, Workforce Investment Act (WIA) staff and other adults who participate in the weekly trainings or activities.

- L. Provide qualified American Sign Language interpreting services to hearing impaired ILP youths during ILP training, retreats, and associated activities. Additionally, the interpreters will have had adequate training, experience, and certifications or screening as necessary to interpret in a variety of settings for hearing-impaired individuals.

A.1.2. YCHHSD shall:

- A. Mail and e-mail letters and flyers to promote participation in the activities.
- B. Provide input on activity content.
- C. Attend and support the weekly ILP trainings as well as the enrichment activities.
- D. Meet and confer regularly with CONTRACTOR staff and other interested parties.
- E. Maintain ongoing communication and coordination between the youth in the ILP program and CONTRACTOR staff.

A.2. TIME SERVICES RENDERED.

The trainings shall be conducted by CONTRACTOR in the identified areas of competency on a weekly basis on Wednesday evenings during the term of this Agreement.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Seventy-Eight Thousand Seven Hundred Thirteen Dollars (\$78,713.00), as specified in Attachment F – Independent Living Program Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Seventy-Eight Thousand Seven Hundred Thirteen Dollars (\$78,713.00), without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

B.2 FISCAL PROVISIONS.

B.2.1 Payment for services rendered pursuant to this Agreement shall be made after the invoice is received from CONTRACTOR. CONTRACTOR shall submit quarterly invoices (with back-up documentation for all direct service charges attached) in a format in accordance with Attachment H – Invoice Format to COUNTY after completion of services but no later than the tenth (10th) day of the month following provision of services.

B.2.1.1 For services rendered for the quarter of April through June during the term of this Agreement, CONTRACTOR shall submit a quarterly invoice in accordance with the format specified in Attachment H– Invoice Format, based upon the actual services rendered in the months of April and May and estimated costs of services to be rendered in June no later than June 10th. CONTRACTOR shall submit a final quarterly invoice based on actual costs of services rendered no later than the tenth (10th) day of the month following the provision of services. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

B.2.2 CONTRACTOR agrees to submit a Monthly Statistical Report (Attachment I) for each month of the payment period for which a quarterly invoice is submitted for payment. The Monthly Statistical Report shall provide the statistical information requested pertaining to

the provision of services rendered for which payment is being requested

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2 HEALTH AND SAFETY STANDARDS. CONTRACTOR agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

CONTRACTOR shall ensure that appropriate standards of health and safety in work and training situations shall be maintained and energy efficiency standards as stated in the State Conservation Plan (Title 24, California Code of Regulations) shall be maintained.

CONTRACTOR shall comply with Section 306 of the Clean Air, Section 508, Executive Order 11738 and Environment Protection Regulations.

C.3 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.4 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.5 CONTRACTOR has been selected to receive a portion of the Independent Living Allocation for the ILP program through its affiliation with the state community college system. The Independent Living Program shall provide services in accordance with the provisions of this Agreement and all exhibits attached hereto.

C.6 In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the State of California Department of Social Services (CDSS) regulations and Yuba County's policies and procedures to the extent each apply to CONTRACTOR.

C.7 The Children's Services Program Manager on behalf of COUNTY shall be the primary contact with CONTRACTOR. The CONTRACTOR's Project Director for ILP shall be the primary contact with COUNTY.

C.8 If the regulations promulgated to the Independent Living funds are revised, CONTRACTOR shall comply with such revisions.

C.9 In the event of any termination, all property or unfinished documents, photographs, data, studies and reports, or unused supplies prepared or purchased by CONTRACTOR under this Agreement shall be disposed of in accordance with policies set by COUNTY. In addition, any tools and/or equipment furnished to CONTRACTOR by COUNTY and/or purchased with funds pursuant to this Agreement shall be limited to the use pursuant to this Agreement and shall remain the property of COUNTY. Upon termination of this Agreement, CONTRACTOR shall immediately return such tools and/or equipment to COUNTY or dispose of them in accordance with the policies of COUNTY. CONTRACTOR shall be given the opportunity to purchase any or all the furniture, equipment and computers at the value determined by COUNTY pursuant to Government Code 25363, 25365, 25504, as appropriate.

C.10 At the expiration of the term of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for this purpose of the Agreement shall revert to COUNTY.

C.11 CASH MANAGEMENT. CONTRACTOR shall establish such fiscal controls and fund accounting procedures as required by State and COUNTY regulations to assure the proper dispersal of and accounting for FCE funds paid to COUNTY by the CDSS.

- a) COUNTY may observe and monitor all conditions and activities of this Agreement.
- b) The Federal Government, County of Yuba, State of California or its designee shall have the right to investigate, examine and audit all records, books and papers or documents related to the conduct of this program funded by this Agreement.
- c) CONTRACTOR shall maintain such program and fiscal records and make such program statistical fiscal records as are required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding timely completion and submission of required reports.
- d) CONTRACTOR agrees to retain all fiscal records, invoice documentation and property records pertinent to this Agreement for a period of not less than five (5) years following the termination date of this Agreement.
- e) CONTRACTOR shall ensure completion of a financial audit after the completion of this Agreement. The contractor's single audit, as prescribed in Public Law 98-502, shall fulfill the financial auditing requirement of the CDSS Manual of Policies and Procedures, Section 23-640.2. CONTRACTOR shall provide COUNTY with a copy of the final audit of this activity.

- f) CONTRACTOR shall maintain daily time study reports as required by COUNTY.
- g) Property procured with ILP funds shall be used for the specified purposes. CONTRACTOR shall adhere to procedures and recording requirements as may be published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property.
- h) CONTRACTOR shall be liable for all amounts which are determined to be due by the Federal Government and/or the State of California including, but not limited to, disallowed costs that are a result of CONTRACTOR's or its contractors conduct under this Agreement. CONTRACTOR shall be notified and shall participate in any controversy or proceeding between COUNTY and the State of California and/or the Federal Government arising from this Agreement.

C.12 STANDARD OF CONDUCT

a) General Assurance

Every reasonable course of action shall be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from personal, financial or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

b) Confidentiality

CONTRACTOR shall safeguard all confidential information in accordance with Welfare and Institutions Code, Section 10850 and 5328. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.13 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection

Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.14 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this

Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been

made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible

copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect

financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Yuba County Health and Human Services
Attn: Suzanne Nobles, Director
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

Yuba College
Attn: Dr. Douglas B. Houston, Chancellor
2088 North Beale Rd
Marysville, CA 95901

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

E.1.1 Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

E.1.2 Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:

- | | | |
|---|---|--|
| 1. General Liability:
(including operations, products and completed operations.) | <u>\$1,000,000</u> | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | <u>\$1,000,000</u> | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | <u>\$1,000,000</u> | Each accident, <u>\$1,000,000</u> policy limit bodily injury by disease, <u>\$1,000,000</u> each employee bodily injury by disease. |

5. Professional Errors **\$0.00** Per occurrence.
and Omissions
Liability (if
required):

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E.1.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A: VII unless otherwise acceptable to the COUNTY.

E.4. Verification of Coverage. CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

E.6 Sub-contractors. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

ATTACHMENT F
Independent Living Program Budget
7/1/2011 - 6/30/2012

Fee Services				
		No. of Trainings	Cost per Training	Total
Weekly Trainings		49	\$654.96	\$32,093
Computer Camp				
		No. of Youth	Cost per Youth	Total
	Fall 2011	7	\$1,500	\$10,500
	Spring 2012	8	\$1,500	\$12,000
Total				\$22,500
Direct Service Budget				
Graduations/Celebrations				
	Gifts	\$4,850		
	Meals	\$2,000		
	Subtotal			\$6,850
Day Retreats				
	Supplies	\$300		
	Consult/Presenter	\$600		
	Conference	\$2,600		
	Subtotal			\$3,500
Interpreter Services				
		No. of Hours	Rate per Hour	
	Sign Language Interpreting	306	\$40.00	\$12,240
		No. of Days	Cost per Day	
	Travel Cost	102	\$15.00	\$1,530
	Subtotal			\$13,770
Grand Total				\$78,713

ATTACHMENT G
Cost Justification -Annual Cost Of Weekly ILP Training Classes

Personnel Expense: (Staff Performing actual service)				
Salary				
Position/Class	Name	Annual Salary	% of Time	Annual Service Cost Amount
Prog Director	L. Scheuermann	\$ 105,560	3.0%	\$ 3,167
Prog Specialist	Diana Adams	\$ 21,554	30.0%	\$ 6,466
Prog Trainers	College Staff	N/A	N/A	\$ 1,200
Prog Presenters	Non-College Staff	N/A	N/A	\$ 1,000
Fiscal Technician	B. Jeffries	\$ 48,417	3.5%	\$ 1,695
Total Cost of Service Salary				\$ 13,528
Benefits (Employer Paid Benefits of staff performing actual service)				
Position/Class	Name	Annual Benefits	% of Time	Annual Service Cost Amount
Prog Director	L. Scheuermann	\$ 29,796	3.0%	\$ 894
Prog Specialist	Diana Adams	\$ 4,310	30.0%	\$ 1,293
Prog Trainers	College Staff	N/A	N/A	\$ 200
Fiscal Technician	B. Jeffries	\$ 26,688	3.5%	\$ 934
Total Cost of Service Benefits				\$ 3,321
OPERATING COSTS				
(Costs directly associated with services, i.e. office supplies, space rent, utilities, communication, etc.)				
Description				
				Annual Service Cost Amount
Meals	(Avg. Annual Cost)			\$ 6,575
Printing, Postage	(Avg. Annual Cost)			\$ 335
Mileage	(Avg. Annual Cost)			\$ 100
Rentals	(Avg. Annual Cost)			\$ 250
Activitiy Supplies	(Avg. Annual Cost)			\$ 1,685
Instructional Suplies	(Avg. Annual Cost)			\$ 600
Activities	(Avg. Annual Cost)			\$ 2,325
Total Cost of Service Operating Costs				\$ 11,870
OVERHEAD ADMIN COSTS				
(Costs not directly associated with the performance of service)				
Agency Overhead	4.88% of \$69,145*			\$ 3,374
*for efficiency purposes, includes overhead for entire program services other than mentors				
Total Annual Cost				\$ 32,093

ATTACHMENT H

Invoice Format

Contractor Name: _____ Contact Name: _____

Address: _____ Phone: _____

Period of Service: _____

Service	Rate	# of Child or Service Rendered	Amount
			\$
			\$
			\$
Total Service Fees			\$
<u>Direct Service Costs</u>			
<u>Graduations/Celebrations</u>			
Gifts			\$
Meals			\$
Total Graduation/Celebration Expenses			\$
<u>Weekend Retreats</u>			
Supplies			\$
Consultant/Presenter			\$
Conference			\$
Total Weekend Retreats			\$
<u>Interpreter Services</u>			
	<u>Hourly Rate</u>	<u># of Hours</u>	
Sign Language Interpreting			\$
	<u>Travel Cost</u>	<u># of Days</u>	
Travel Cost			\$
Invoice Grand Total			\$

Certification: I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the contract; that payment has not been previously received for the amount invoiced herein; and that back-up documentation is attached.

Authorized Signature _____

Date _____

Mail original and back-up documentation to:

Yuba County Health and Human Services Department
 Attention: Fiscal
 P.O. Box 2320
 Marysville, CA 95901

ATTACHMENT I

Yuba College Monthly Statistical Report For ILP Services

Report Month _____

- 1) Number of classroom trainings conducted during the report period _____
- 2) In the classroom trainings conducted:
 - a) The unduplicated number of emancipated or 18-year-old youths that attended: _____
 - b) The unduplicated number of 16 and 17-year-old youths that attended: _____
- 3) Enrichment activities were conducted and attended during the report period as follows:

Activity

Number Attended

_____	_____
_____	_____
_____	_____
_____	_____

Computer Camp

Number Attended

_____	_____
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